

VERIZON SELECT SERVICES INC.

of

600 HIDDEN RIDGE, 2ND FLOOR

IRVING, TX 75038

(T)

(T)

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

for

THE COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 01 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: April 30, 2001

Effective: May 1, 2001

by:

Donald R. Fowler, Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

CHECK SHEET

The pages listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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Director - Regulatory
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038



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Director - Regulatory
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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Effective May 14, 2005
SECTION 9 (1)**



Executive Director

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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By 
Executive Director

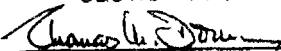
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by:

Director - Regulatory Affairs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

TARIFF FORMAT

1. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
2. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1)
4. **Check Sheet** - When a tariff filing is made with the Commission, an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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AUG 01 2000

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Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in rate or charge
- (M) - To signify material relocated from one page to another without change
- (N) - To signify a new rate or regulation
- (R) - To signify a reduced rate or charge
- (S) - To signify a correction or reissued matter
- (T) - To signify a change in text but no change in rate or regulation

REGISTERED SERVICE MARKS

PUBLIC SERVICE COMMISSION
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JUN 16 2001

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

APPLICATION OF TARIFF

This Tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by Verizon Select Services Inc. ("Carrier") for the use of Customers transmitting messages within the state of Kentucky ("State"), subject to the jurisdiction of the Kentucky Public Service Commission ("Commission"). (T)

This Tariff is on file with the Kentucky Public Service Commission. In addition, this Tariff is available for review at the main office of Verizon Select Services Inc. located at 600 Hidden Ridge, 2nd Floor, Irving, TX 75038.

As of August 1, 2001, all previous references herein to Carrier's F.C.C. Tariffs, insofar as the service description, rates, and terms and conditions which have been or will become detariffed, shall be construed to be references to Carrier's Federal Rate Schedules located at <http://www.verizon.com/tariffs>. (N)
(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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NOV 12 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

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by: *Stephan D. B...*
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SECRETARY OF THE COMMISSION

by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

- Acceptance and Confirmation** - Written acknowledgment to Customer that an application for service has been accepted by Carrier. (T)
(T)
- Access Arrangement** - Any equipment or access facility necessary to interconnect Customer's voice/data/video equipment to a Carrier Point-of-Presence (POP) for transmission purposes. (T)
(T)
- Additional Period** - Unit of time used for measuring and charging for a connection in excess of the initial period. (T)
- Application for Service** - Customer request in the form of a standard Carrier order that provides applicable service description, technical data and pertinent information that allows Carrier to design the network facilities for Customer and its authorized users. (T)
|
(T)
- Authorization Code** - Numerical code, one or more of which are available to Customer to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customer for billing purposes. (T)
- Authorized User** - Person, firm or corporation authorized by Customer to be connected to Customer through private line facilities. (T)
- Automatic Number Identification (ANI)** - Refers to the calling telephone number identification, which will be forwarded to Carriers' network by the Local Exchange Company (LEC) as a call is placed. (N)
(N)
- B8ZS** - Bipolar with eight zero substitution (B8ZS) is a line coding technique which permits DS-0 and DS-1 transmission with more than 15 consecutive zeros. B8ZS supports 64 Kbps clear channel transmission.
- Bandwidth** - In Hertz, the approximate size of the channel or termination and represents the difference between the highest and lowest frequencies of a band. (T)
- Baseline Service** - Allows Customer to arrange for their own local access via another carrier. Customer is responsible for the installation, maintenance, and repair of the local access facilities. Carrier is only responsible for the POP to POP, which includes installation, repair, billing, and test and turn up.
- Bill to Third Party** - Billing arrangement by which a call may be charged to an authorized station other than the station originating the call or station where the call is terminated. (T)
- Bit** - Smallest unit of information in a binary system of notation. (T)

PUBLIC SERVICE COMMISSION
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DEC 03 2001

Material omitted from this page now appears on Page 9.1.

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

- Bits per second (Bps)** - Number of bits transmitted in a one second interval. (T)(M)
- Calling Card** - Billing arrangement by which a call may be charged to an authorized calling card account. (T)
- Card Service Call Assistance** - Applies when Customers request assistance to complete a call in lieu of dialing the call themselves. (T)
- Carrier** - Verizon Select Services Inc.
- Central Office Connection** - Connection between local access facilities and Carrier service components for facilities.
- Channel** - Electrical transmission path for two-way communications.
- Clear Channel Capability** - Allows Customers to utilize 64 Kbps per DS-0 channel by allowing DS-0 or DS-1 transmission independent of the number of consecutive zeros or pulse density. (T)
- Collect Call** - Billing arrangement by which the charge for a call may be assessed upon the called station provided the charge is accepted at the called station. (T)
- Commission** - Kentucky Public Service Commission. (T)
- Contract Service Arrangement** - Agreement in which Carrier provides service under specific terms and conditions of this Tariff.
- Conversation Minutes** - For billing purposes, calls are billed based on conversation minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.
- Coordinated Service** - Allows Customers to provide their own local access via another carrier. Carrier is responsible for the network components with the exception of the local loop. Carrier will coordinate the maintenance and repair of the local loop, however, Carrier will not bill or install it.
- Customer** - Company, individual, or other entity which orders or uses service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations. (T)
- Customer Dialed Direct Station-to-Station** - Service by which the person originating the call dials the telephone number desired, completing the message is completed without the assistance of an Operator, and the message is billed to the originating number.
- Customer Premise** - Customer or user's premises, including Customer-designated non-Carrier premises. (T)

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OF KENTUCKY
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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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Effective: December 3, 2001
BY: Stephan B. Bell
SECRETARY OF THE COMMISSION

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Data - Information represented as characters in digital or analog form to which meaning can be assigned.

Database Routing - Specifies routing based on either the digits a caller enters on the keypad or the caller's ANI. (N)
(N)

Digital Transmission - Information transmitted using digitally encoded signals.

DS-0 - Facilities that provide for the two-way transmission of isochronous bipolar serial data at a rate of 56/64 Kbps. (T)

DS-1 - Facilities that provide for the two-way transmission of isochronous bipolar serial data at a rate of 1.544 Mbps. (T)

DS-3 - Facilities that provide two-way transmission of isochronous bipolar serial data signals at 44.736 Mbps. The service can be provided with either an optical or electrical interface as specified by Customer. (T)
(T)

Enhanced Routing - Provides routing and control features which Customer may utilize by Voice Intelligent Network - Enhanced Toll Free Service. The routing features may be combined to create a customized routing plan for each Enhanced Routing number. Command Routing can be utilized to activate alternate routing plans by placing a call to designated Carrier personnel. (N)
|
(N)

Entrance Facility - Physical circuit arrangement which connects the entrance site to a Carrier POP. (T)

Entrance Site - Location of Carrier's transmission facilities from which services can be provided for a Customer to any other entrance site or POP. (T)
(T)

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or to connect to specialized services. (M)

Full Service - Includes all components from one Customer premise to another Customer premise. This includes local access facilities and any network components covered in this Tariff. Carrier is responsible for ordering, installation, maintenance, coordination, repair, billing, and test and turn up of the service from premise to premise. Customer is responsible for accurate information pertaining to ordering, repair, contact information, billing and product specific requirements.

Initial Period - Minimum unit of time for which a rate is charged for a connection between given points. (T)(M)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Interactive Toll Free (IVR) - Allows callers to access information in Customers computer database and to receive that information using an ordinary touch-tone phone. This system also enables callers to execute certain transactions without the intervention of Customer Service personnel.

Inter Office Channel - Private line service element that connect two central offices or Points-of-Presence (POPs). (T)
(T)

Local Access Facility - Channel provided by the local telephone company or alternative provider to connect Carrier's POP to Customer's location.

Local Access and Transport Area (LATA) - Defined geographic area within which the local telephone company may provide telephone services and/or facilities.

Local Telephone Company - Company which furnishes exchange telephone service.

Long Distance Message Telecommunications Service (LDMTS) - Long distance telecommunications service offered pursuant to this Tariff.

Main Billed Account - Customer name, address and account number to which charges are billed.

Multipoint - Private line service that connects three or more central offices.

Network Interface - Demarcation point on Customer's premise that defines the end of the supplier's responsibility.

Office Connection - Private line service element that interconnects channels and other service elements to a central office, including access connections and function connections.

Off-Peak Period - Period from 7:00 PM to, but not including, 7:00 AM local time of the originating location, Monday through Friday and anytime Saturday, Sunday and holidays as set forth in Section 4.3 of this Tariff.

Operator - Automated or live operator.

Operator Assisted Station-to-Station - Service where the person originating the call requests the Operator to reach a particular number.

Payphone - Telecommunications device that allows users to place calls by several different methods, e.g., Sent-Paid Coin calls, Operator Assisted, calling card or credit card. (N)
(N)

Peak Period - Period from 7:00 AM to, but not including, 7:00 PM local time of the originating location Monday through Friday.

Person-to-Person - Service by which the person originating the call requests the Operator to reach a particular person, mobile station, department, or office.

PUBLIC SERVICE COMMISSION
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BY: *Stephan B. Bell*
Effective: April 20, 2002
SECRETARY OF THE COMMISSION

by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Point of Presence (or POP) - Location in Carrier's system where local access facilities connect to an interexchange carrier's network.

Real Time ANI - Delivery of calling party ANI to Customers using the Real Time ANI feature.

Service - Any or all service(s) provided by Carrier pursuant to this Tariff.

Service Period - From service date to Customer-requested end date.

Serving Wire Center - Physical location within a service wire center area used to determine mileage sensitive rates.

Sub-Minute Rating - Method of charging for a connection in which the appropriate rate is assessed for an initial period of 18 seconds and for each additional period of six seconds thereafter.

Third Party Number - Call where Customer places a call and requests charges to be billed to a different telephone number from the calling number or the called number. (N)
(N)

PUBLIC SERVICE COMMISSION
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BY Stephan D. Burt
SECRETARY OF THE COMMISSION

Issued: April 18, 2002

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 2 - REGULATIONS**2.1 Undertaking of the Carrier**

- 2.1.1** Service is furnished for telecommunications originating and terminating within the State of Kentucky under the terms and conditions of this tariff.
- 2.1.2** Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3** Carrier neither owns nor operates telecommunications facilities within the State of Kentucky, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4** Service is available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff. The obligation of the Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the Customer's order for service. The Carrier will make all reasonable efforts to secure the necessary facilities, providing such new service will not adversely affect the Carrier's present services.
- 2.2.2** Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.2.3** Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the consent of Carrier. In the event of such transfer or assignment, all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to the assignee(s) or transferee(s).
- 2.2.4** Service may not be used for any unlawful purpose.

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Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
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SECTION 2 - REGULATIONS (Continued)**2.3 Limitations on Liabilities**

- 2.3.1** Except as stated in Sections 2.11 and 3.5.5(G) of this tariff, Carrier shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Service, and not caused by mistakes or errors of Customer. No liability shall commence prior to activation of Service. Carrier's failure to provide or maintain Service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Carrier's reasonable control. In no event shall such liability exceed the charges assessed the Customer under this tariff.
- 2.3.2** Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made instituted or asserted by Customer or by any other party, for any loss of Customer or other party, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the operation, failure to operate, maintenance, or use of its Service, provided that such occurrence is not the result of Carrier's willful misconduct. No agents or employees of others shall be deemed to be agents or employees of Carrier.
- 2.3.3** Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Codes or Service by others. The unauthorized use of Customer Authorization Codes includes, but is not limited to, the placement of calls utilizing Customer's Authorization Codes without the authorization of Customer. Customer shall be fully liable for all such usage charges.
- 2.3.4** Except as stated in this Section, Carrier shall have no liability for damages, including, without limitation, direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of Carrier for willful misconduct.
- 2.3.5** Carrier shall not be liable for any act or omission of any other entity furnishing to Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall Carrier be liable for any damages or losses due to the failure of negligence of Customer or due to the failure of Customer-provided equipment or facilities.
- 2.3.6** Carrier shall not be liable for any act or omission of any other entity furnishing facilities or service to Carrier, which are necessary for the provision of Service under this tariff.
- 2.3.7** Carrier is not liable for unavoidable damages to the subscriber's premise resulting from attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof. The Customer shall indemnify and save harmless the Carrier from any claims of the owner of the Customer's premises or other third party claims for such damages.

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SECRETARY OF THE COMMISSION

SECTION 9 - REGULATIONS (Continued)**2.4 Discontinuance or Interruption of Service by Carrier**

Without incurring any liability, Carrier may under the following conditions discontinue or interrupt Service that is being furnished.

- 2.4.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- 2.4.2 For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.3 In the event of Customer's use of Service in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.4 In the event of unauthorized or fraudulent use of Service.
- 2.4.5 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.
- 2.4.6 In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.
- 2.4.7 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section.
- 2.4.8 Carrier reserves the right to limit the duration of a connection when necessary because of a shortage of service components caused by emergency conditions.
- 2.4.9 Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind. Carrier may suspend service after notice to subscriber of noncompliance with any provision of this tariff if such noncompliance is not corrected within thirty days following the receipt of notice.
- 2.4.10 Carrier may, upon written notice, immediately discontinue service for non-payment of any sum due the Carrier for more than 30 days beyond the rendition of the bill for such service, without incurring any liability.

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Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.5 Cancellation or Termination of Service by Customer**

2.5.1 Customer may, at its option, cancel or terminate the use of Service at any time.

2.5.2 Customer may, upon 30 days written notice to Carrier, cancel or terminate the use of Private Line Service at any time following any applicable minimum service requirement. Customer remains liable for all billed charges through the termination date.

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

2.7 Payment and Billing

2.7.1 Reserved for future use.

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2.7.2 Reserved for future use.

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(D)

2.7.3 Reserved for future use.

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(D)
(D)

2.7.4 Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer.

2.7.5 Customer is responsible for payment of all charges for services furnished, including charges for service originated or charges accepted at Customer's station and for charges billed Customer for calling card messages. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Carrier may discontinue furnishing said service without incurring any liability.

2.7.6 The charges for calls are due upon presentation of the bill and are billed and collected by Carrier or its agent.

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Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.7 Payment and Billing (Continued)****2.7.7 Monthly Charges**

- A. Monthly charges may be billed a month in advance of service or in the current month and reflect the rates in effect as of the date of the invoice. A Customer's invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period or to reflect changes in rates.
- B. Monthly charges for all access service components billed by the Carrier are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- C. For the purpose of computing partial month charges, a month is considered to consist of thirty days.

2.7.8 Customer shall be responsible for the payment of all charges for service provided under this Tariff, including unauthorized charges placed from its equipment. Customer shall be responsible for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.

2.7.9 Carrier requires a minimum service commitment of 90 days for DS-0 and DS-1 services, unless specified otherwise. For DS-3 service, a minimum service commitment of one year is required.

2.8 Deposits**2.8.1 General**

Carrier may require a Customer without an established credit history to pay a sum up to an amount equal to twice the estimated average monthly charge as a deposit. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the requirement for prompt payment of bills on presentation. At such time as the Service is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to the Customer at any time prior to termination of the Service at the option of Carrier.

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Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
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SECTION 2 - REGULATIONS (Continued)**2.8 Deposits (Continued)****2.8.2 Credit Limits/Toll Usage Limits**

When a customer's credit history is not known, Carrier may perform a credit assessment. Carrier may set toll usage limitations on applicants for service and existing customers whose financial condition cannot be verified or is otherwise unacceptable to Carrier. Any required deposit or toll usage limits may be increased or decreased by Carrier as it deems appropriate in light of changing conditions.

2.9 Advance Payments

Carrier does not require or collect advance payments.

(C)

2.10 Taxes**2.10.1 General**

Service may be subject to state and/or local taxes at the prevailing rates if service originates and terminates in the State. Taxes are not included in the rates and charges listed herein.

Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained herein, unless Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility for Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

2.10.2 Reserved for future use

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Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
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SECTION 2 - REGULATIONS (Continued)**2.11 Credit Allowances for Interruptions****2.11.1 Application - General**

A credit allowance is applicable to that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by components of LDMTS. Customer may also be granted credit for reaching a wrong number.

To receive the proper credit, Customer must notify Carrier within 30 days and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.), the class of call, and the approximate time the call was placed. Customer will receive credit equivalent to one minute. LDMTS charges will apply to the re-established call.

Credit allowances for an LDMTS call do not apply for interruptions that are due to the failure of power, equipment or systems not provided by Carrier.

2.11.2 Private Line Service

Customer will receive a credit for downtime of greater than 30 minutes. Network downtime is calculated in minutes, and subtracted from total monthly minutes. Monthly minutes are determined by multiplying the number of days in a month by 1,440. Network downtime is defined as the number of minutes from a Customer-reported outage, not determined to be the fault of Customer, until Customer-accepted cleared outage report. The percentage figure obtained by dividing the number of minutes of total network availability by the total monthly minutes is used to determine monthly network availability. (T)

2.11.3 Frame Relay Service

Customer will receive a credit for downtime greater than 30 minutes for Frame Relay Service. Network downtime is calculated in minutes, and subtracted from total monthly minutes. Monthly minutes are determined by multiplying the number of days in a month by 1,440. Network downtime is defined as the number of minutes from Customer-reported outage, not determined to be the fault of Customer, until Customer-accepted cleared outage report. The percentage figure obtained by dividing the number of minutes of total network availability by the total monthly minutes is used to determine monthly network availability. (M)

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SECTION 2 - REGULATIONS (Continued)

2.12 LDMTS Rates Applicable for Hearing or Speech Impaired Persons

(M)

2.12.1 Application

Persons who have been certified in writing by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency as having a hearing or speech impairment which precludes oral communications and who have and use a telecommunications device for visual communications, will receive a rate adjustment on Direct Dialed Station-to-Station calls which do not require the intervention of an Operator.

2.12.2 Rate Adjustment

The adjustment applied to rates will be as follows:

- A. Calls placed during the peak period will be charged at the off-peak period rate.

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600 Hidden Ridge, 2nd Floor
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SECTION 2 - REGULATIONS (Continued)**2.12 LDMTS Rates Applicable for Hearing or Speech Impaired Persons (Continued)****2.12.3 Certification**

The written certification of speech or hearing impairment must be provided to Carrier at the address shown on the bill.

Carrier will provide a certification form for use by the applicant.

2.12.4 Limitations

The adjustment is provided for use by the speech or hearing impaired Customer. It is only applicable to LDMTS charges for calls originated from and billed to the telephone exchange service of the business where the certified speech or hearing impaired person is employed. The adjustment is applicable to only one telephone exchange service per person, per location.

(C)
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(C)**2.12.5 Pay Telephone Calls**

Toll calls originating at a public or semi-public pay telephone, charged to a calling card and processed through the Telecommunications Relay Service (TRS) shall be charged at rates not to exceed non TRS calls per CC Docket No. 90-571, TRS, released by the FCC on August 25, 1995.

2.13 Application for Service/Changed or Cancelled Orders

2.13.1 Carrier will charge for cancellation and change orders prior to the establishment of service. The amount of the charge will vary according to the status of the service order and the stage when cancellation occurred. In addition to any cancellation charge imposed by Carrier, Customer will also be responsible for any charges incurred by Carrier which are imposed by a local access service provider for cancellation of an access service order.

(T)

2.13.2 Customer may change an application for service upon written notice to Carrier, subject to acceptance and confirmation by Carrier. A charge shall apply to any change when the request is received by Carrier after notification by Carrier of the acceptance and confirmation. The charge will include the sum of the charges and costs incurred by Carrier for the service involved, including direct and indirect costs.

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600 Hidden Ridge, 2nd Floor
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SECTION 2 - REGULATIONS (Continued)**2.14 Termination Liability****2.14.1 Private Line Service**

(N)

In the event of early termination of contract plans, and unless otherwise stated, Customer must pay a lump sum equal to 100% of the remaining discounted monthly rate for the unexpired portion of the first year of the agreement, plus 50% of the monthly discounted charges for the remainder of the term. Customer will not be liable for termination charges for a specified service if a new service of the same type, and of equal or greater charges, is ordered, and the order is received by Carrier, during the same calendar year in which the original service is discontinued by Customer, provided that the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan. In addition, no termination charge will be applied for a Customer converting from a specified service to a more advanced service provided that the expiration date for the contract plan for the new service is on or after the expiration date of the terminated plan, and the new service provides an equal or greater number of sites to be connected. Customer will also be liable for a pro rata amount of any waived installation charges based on the number of months remaining in the term plan. (C)

2.14.2 Frame Relay Service

(T)

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to (a) 100% of the Monthly Recurring Charge (MRC) for each local access facility, port and Permanent Virtual Circuit (PVC) service terminated multiplied by the number of months remaining in the first year of the term plan, plus (b) 50% of the MRCs for each circuit canceled multiplied by the number of months remaining in the term plan after the first year under this provision. Customer will not have any termination liability if another service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro rata amount of any waived installation charges based on the number of months remaining in the term plan. (M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 2 - REGULATIONS (Continued)

- 2.15 Obligations of Customer** (T)
- 2.15.1** Customer shall be responsible for the payment of all charges for service provided under this Tariff, and of payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with, or as a result of, the service furnished under this Tariff. (M)
- 2.15.2** Customer shall notify Carrier of any interruption in service. Before giving notice, Customer shall ascertain that the trouble is not being caused by action or omission of the subscriber, not within his control or is not in wiring or equipment annexed to Carrier's terminal. (M)
- 2.15.3** Customer shall comply with minimum protective criteria, as may be prescribed by Carrier to protect equipment and facilities. (M)
- 2.15.4** Customer shall be responsible for ensuring the Customer-provided signals will not result in interference with any of the services provided by Carrier. All signals must be of the proper type, bandwidth and other technical parameters, so as not to damage Carrier's equipment or degrade service to other subscribers. It shall be the subscriber's responsibility to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Carrier's equipment on their premise. (M)
- 2.15.5** Equipment and facilities connected to those of Carrier shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with Carrier's service. Such equipment and facilities shall be suitable to avoid hazard or damage to Carrier's plant or of injury to Carrier's employees or to the public because of the character or location of such equipment or facilities and sources of power to which it is connected. (M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 2 - REGULATIONS (Continued)**2.15 Obligations of Customer (Continued)**

- 2.15.6** Upon notice from the Carrier that the equipment or facilities of the Customer, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the Customer, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
- 2.15.7** Customer shall be liable for reimbursing Carrier for all loss or damage from theft, fire, flood, or other catastrophes, and negligence and willful acts of the Customer's officers, employees, agents or contractors the Carrier provided equipment or facilities on Customer's premise.
- 2.15.8** Customer shall be responsible for obtaining all necessary permits, licenses, variances and other authorizations required by the state and local authorities for installation and operation of Customer provided equipment or facilities for connection with Carrier's equipment or facilities.
- 2.15.9** Customer shall make available entry to its premises for Carriers' employees, agents or contractors at any reasonable hour for the purpose of installing, inspecting, or repairing equipment or service, or upon termination of service, removing the Carrier's equipment.
- 2.15.10** No Customer or authorized user may assign or delegate its responsibilities, duties, rights or obligations under this Tariff to any person, corporation, or other entity without the express, written approval of Carrier; provided, however, that Customer may, without Carrier's approval, assign or delegate such responsibilities, duties, rights, or obligations to any subsidiary or affiliated organization or to any successor organization.
- 2.15.11** Customer is responsible for fault trouble-shooting and isolation of premise equipment and transmission signals and quality. Customer shall be liable to Carrier for the payment of a service charge for trouble-shooting and fault isolation for costs resulting from Carrier identification of a Customer equipment malfunction that was reported by Customer as a service error, or fault, or where the Customer's equipment malfunction created a degradation of network facilities or service regardless of who identifies the trouble.

2.16 Mileage Calculation

- 2.16.1** Mileage between Carrier's POPs where services are offered is calculated based on V and H (V&H) coordinates as obtained by reference to NECA Tariff F.C.C. No. 4. Not all services are available from all POPs.
- 2.16.2** The airline mileage between Carrier network terminal offices is calculated as follows.
- A. Obtain the V and H coordinates for each POP.
- B. Obtain the difference between the V coordinates and between the H coordinates for each POP.

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SECRETARY OF THE COMMISSION

SECTION 2 - REGULATIONS (Continued)**2.16 Mileage Calculation (Continued)****2.16.2 (Continued)**

- C. Square each difference from B, above.
- D. Add the square of the V difference to the square of the H difference from C, above.
- E. Divide the sum of the squared numbers by 10. Round to the next higher whole number.
- F. Obtain the square root of the number obtained in E, above. Round to the next higher whole number. This is the airline mileage figure.
- G. Example:

	<u>V</u>	<u>H</u>
Abbeville, AL	7752	1993
Abernathy, TX	8546	4978

The difference between the V coordinates is 794.
The difference between the H coordinates is 2985.

Squaring each difference yields:

$$794 \times 794 = 630,436$$

$$2985 \times 2985 = 8,910,225$$

Adding the results equals 9,540,661.

Dividing by 10 equals 954,066.

The square root of 954,066 is 977, which is the mileage figure.

2.17 Access Facilities

- 2.17.1 Carrier will offer access facilities to provide a communications channel from Customer's location to each Point-of-Presence (POP). Customers may elect to purchase the access facilities through Carrier or to provide or arrange for the facilities themselves. (T)

- 2.17.2 Carrier will undertake to arrange for alternative access facilities when requested and ordered by Customer, subject to availability and approval by Carrier. At the discretion of Carrier, such alternative access facility arrangements may be utilized in lieu of local exchange company facilities. Alternative access facilities may vary in cost and will be charged on an individual case basis. (T)

- 2.17.3 Any special construction or non-standard charges assessed by the access service provider to Carrier will be the responsibility of Customer. (C)

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SECRETARY OF THE COMMISSION

by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 2 - REGULATIONS (Continued)

2.19 Other Rules

Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services, at no charge to Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Availability of Service**

Carrier offers resold interexchange telecommunications service to any person or company who desires to be a Customer, subject to the terms and conditions of this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Reserved for future use

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3.3 Reserved for future use

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.3 Reserved for future use (Continued)

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Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.4 Time Periods and Service Charges**

Rates are stated in terms of Initial Periods, Additional Periods, Service Charges, and Surcharges.

The specific rate elements used to determine the applicable charges for a call are indicated on the respective rate schedules.

3.4.1 Initial Period

Initial Period rates are for connections of one minute or any fraction thereof.

3.4.2 Additional Periods

Additional Period rates are for each additional minute or any fraction thereof that the connection continues beyond the Initial Period.

3.4.3 Customer Dialed Direct Station-to-Station

Only Initial Period and Additional Period rates apply.

3.4.4 Customer Dialed Calling Card Station-to-Station, Operator Assisted Station-to-Station, Operator Assisted Calling Card, Person-to-Person

Initial Period and Additional Period rates apply in addition to Service Charges and Surcharges, if applicable.

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by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.4 Time Periods and Service Charges (Continued)****3.4.5 Service Charges and Surcharge**

A Service Charge applies to each Customer Dialed Calling Card Station-to-Station, Operator Assisted Station-to-Station or Person-to-Person call. This charge is added to the Initial Period and Additional Period charges.

A Surcharge applies to Station-to-Station and Person-to-Person calls in which Customer has the capability to dial the number but requests the Operator dial for Customer.

The Service Charges, as specified in Section 4.5 of this tariff, will be applicable to all Customers except those exempted, as specified in Section 3.5.4(A)(3). There are no Rate Period discounts applicable to the Service Charges or Surcharges.

A surcharge, as specified in 4.5(G), will be assessed to all non-coin calls made from a payphone to compensate the payphone service provider, pursuant to FCC Ruling CC Docket 96-128.

3.4.6 Chargeable Time

Chargeable time for all Station-to-Station calls begins when connection is established between the calling station and the called station and ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an Operator.

Chargeable time for Person-to-Person calls begins when connection is established between the calling person and the particular person or station specified or an agreed alternate and ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an Operator.

Peak/Off-Peak times are specified in Section 4.4 of this tariff based upon the time in the originating location.

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6665 North MacArthur Boulevard, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings

Applicable rate schedules for the following services are provided in Section 4 - Rates and Charges.

3.5.1 Long Distance Message Telecommunications Service

(T)

For the purpose of rate application, one of the following classes of service may apply to a given call:

(M)

Customer Dialed Direct Station-to-Station
Operator Assisted Station-to-Station
Customer Dialed Calling Card Station-to-Station
Operator Assisted Calling Card Station-to-Station
Person-to-Person

Operator Assisted services are available to presubscribed Customers as well as through traffic aggregators.

(M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.1 Long Distance Message Telecommunications Service (Continued)**

(T)

Carrier may refuse to accept calling cards for which validation is not received from the issuing carrier.

(M)

Collect calls are permissible between all stations except that the Collect call option is not available for calls to a public or semi-public coin station.

A. Customer Dialed Direct Station-to-Station

The Customer Dialed Direct Station-to-Station class of Service applies:

1. when the person originating the call dials the telephone number desired without the assistance of an Operator and the call is billed to the calling station. It does not include calls from public or semi-public coin telephones, or
2. should equipment capability preclude (1) above, and the caller dials the Operator who places a Station-to-Station call in which the call is billed to the calling station.

B. Operator Assisted Station-to-Station

The Operator Assisted Station-to-Station class of service applies when calls are completed with the assistance of an Operator.

Operator transfer service provides call transfer of 0- calls, dialed by Customer, to Carrier's operator. The transfer will only be completed by the local exchange carrier's operator upon the request of Customer. If Carrier's operator then completes a call for Customer, a surcharge per call will be assessed at the Operator Assisted Station-to-Station or Person-to-Person Rates in Section 4.4. This service is offered where technically feasible.

(M)

(T)

(M)

(T)

(T)

(M)

(M)

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.1 Long Distance Message Telecommunications Service (Continued)

C. Customer Dialed Calling Card Station-to-Station Service (T)

Customer Dialed Calling Card Station-to-Station Service applies when the person originating the call: (T)

1. dials the Carrier provided 800 number; (C)
2. at voice prompt:
 - enters personal 14 digit calling card number,
 - enters area code and number Customer wishes to call, or
 - for international calls, dials 011 + country code + city code + phone number;
3. for incorrect dialed calls, presses ### and redial; or
4. presses 0 to speak with a Customer Service Representative. (C)

D. Operator Assisted Calling Card Station-to-Station Service (T)

Operator Assisted Calling Card Station-to-Station Service applies when the person originating the call dials the Carrier provided 800 number, presses 0 to speak to an Operator, and places a calling card station-to-station call. (C)

If the call originator requests Carrier's operator to complete a call when equipment the caller is using allows customer-dialed calls, a per call surcharge will be assessed at operator assisted calling card call completion rates found in Section 4.4 E. (C)

Call completion charges will not apply for the hearing and speech impaired or where equipment does not allow customer-dialed calls.

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600 Hidden Ridge, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.1 Long Distance Message Telecommunications Service (Continued)**

(T)

E. Person-to-Person

(M)

The Person-to-Person class of service applies when the person originating the call specifies the particular party to be reached by an Operator. Carrier does not undertake to bring a called party to a station who cannot be readily reached at the called station. That party may be:

1. a person;
2. a mobile station through miscellaneous common carrier attendant;
3. a station, department, or office through a PBX attendant.

After the called station has been reached, if the calling party requests or agrees to speak to a party other than the party initially specified, the call is still classified as Person-to-Person. The calling party is responsible for identifying the party at the called station.

Person-to-Person also applies when the call originator requests an Operator to make arrangements with a called party to establish a call at a specified time.

(M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.2 Reversal of Charges (Collect) Calling Card or Bill to Third Number Service

(T)

Operator Assisted Station-to-Station or Person-to-Person calls will be billed in one of the following ways: (M)

- A. Collect - call is billed to the called station;
- B. Calling Card - call is billed to a calling card;
- C. Third Number - call is billed to a third number.

The regularly established Operator Assisted Station-to-Station or Person-to-Person rates apply. (M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.3 Directory Assistance Service

Directory Assistance Service provides Customers assistance in determining telephone numbers. The per call rate for Directory Assistance is that set forth in Section 4.5 of this Tariff. (T) (M)

A. Regulations

1. Direct dialed Directory Assistance Service calls are dialed by Customer and completed without the assistance of an Operator. The services of an Operator are not to be used in connection with the completing of Direct Dialed Directory Assistance Service calls except in the following cases:
 - (a) To reach the called Directory Assistance Service number where direct dialing facilities are not available;
 - (b) To reach the called Directory Assistance Service number when attempts by Customer to direct dial such a call cannot be completed; (M) (T)
 - (c) To only record the originating telephone number where no automatic recording equipment is available. (M)
2. Customers placing a call to Directory Assistance may obtain the telephone number for a maximum of two listings per call. The Directory Assistance charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found). (M)

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.3 Directory Assistance Service (Continued)**

(T)

A. Regulations (Continued)

(M)

3. Charges for Directory Assistance Service are not applicable to handicapped Customers on calls placed from business dial tone lines where an employee of Customer's business has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical handicap, and where assistance is otherwise not available.
4. Calls placed to Directory Assistance via an Operator, instead of direct dialed by Customer, will be assessed an Operator Assisted Service charge in addition to the Directory Assistance per call charge. This surcharge is billed at the Operator Assisted Service charge rate as specified in Section 4.4 of this Tariff.

(M)

(T)

B. Limitations

(M)

1. Carrier assumes no responsibility or liability for any errors in the information furnished. The caller shall indemnify Carrier and hold it free and harmless of and from any and all claims, demands or damages that shall arise from the use of the service.
2. This service is furnished solely for the telephone calling purposes of the caller.

C. Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) Service provides Customers with the option of having the call completed after they have received the requested telephone number from Directory Assistance. When multiple telephone numbers are requested, only the last call can be completed. In addition to the normal Directory Assistance service charge, DACC usage charges apply.

(M)

(T)

Rates for this service are located in Section 4.5.

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service**

(T)

A. General

(N)

Voice Intelligent Network - Enhanced Toll Free (VIN-E800) Service allows a single, toll free number to terminate at multiple locations or service groups determined by a customized routing set. The toll free number may be terminated at a switched, dedicated or a combination of both locations. This service allows Customer to maintain a controlled call volume while providing various transfer features and other options including enhanced routing and interactive voice response. This service may be sold as a standalone product. Service is available where facilities and conditions permit.

Rates are found in Section 4.6.

B. Restrictions

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, payphone lines, residential lines, and lines with handicap discounts are not eligible for this plan.

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer at the intrastate/interstate minute of use rate listed in this Tariff. Customer must sign a contract to qualify for the discount plan. The feature charges will remain the same. The new rates will be effective on the first of the month following a 30-day grace period. When Customer disconnects this service, Message Referral is provided for the first four months at no charge. Referral beyond four months is not available.

C. Scope

1. This Rate Schedule is applicable, subject to availability of facilities, where Customer desires to employ Carrier VIN-E800 service within the conterminous United States, Guam, Puerto Rico, Mariana Islands, and U.S. Virgin Islands.
2. Responsible Organization (Resp Org): Underlying carrier will perform the function of Resp Org, which includes: a) search for and reservation of toll free numbers in the SMS/800; b) creating and maintaining the toll free number Customer record in the SMS/800; and c) provision of a single point of contact for trouble reporting.

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

BY: Stephan B. Bell
SECRETARY OF THE COMMISSION

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

(T)

D. Rating of Calls

(N)

Domestic calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six-second increments thereafter.

E. Rate Determination

Customer's fixed rates are calculated by determining Customer's annual dollar commitment and the term of the agreement selected by Customer. Customer must select a one, two, or three-year term commitment and annual commitment levels of \$120,000, \$240,000, \$360,000, \$480,000, \$720,000, or \$960,000.

F. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level, they will be assessed the incremental difference annually. For example, if Customer commits to \$240,000 annually and the actual long distance usage is \$200,000, then Customer will be billed for the \$40,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

G. Early Termination Charges

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under Customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

(N)

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****H. Local Access Facilities**

Carrier will set up local access arrangements on behalf of Customer as requested for the Enhanced Toll Free services purchased. Any charges associated with the provisioning of the access circuits, including but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the Point-of-Presence (POP) will be considered access charges. This includes any Nonrecurring Charge (NRC) incurred in association with obtaining access regardless of the contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be passed through to Customer in accordance with Carrier agreement.

I. Add-On Service

International service is an add-on to Carrier's interstate plan and will utilize rates for Enterprise Connections Service as defined in Carrier's International Rate Schedule 2. (T)
(T)

J. Enhanced Routing Features

Enhanced Routing provides routing and control features which Customer may utilize by VIN-E800 service. The routing features may be combined to create a customized routing plan for each Enhanced Routing number. Command Routing can be utilized to activate alternate routing plans by placing a call to designated Carrier personnel. The following are types of Enhanced Routing available to Customers:

1. Area Code Control

Area Code Control allows Customer to route calls placed on the same toll free number to differing terminating locations, can be switched or dedicated, based on the originating area code of the caller, and allows Customer to allow or block calls to a toll free number based on the originating area of the caller.

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BY Charles H. Davis
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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

(T)

J. Enhanced Routing Features (Continued)

(N)

2. Area Code Routing

Area Code Routing enables Customer to have calls placed on the same toll free number routed differently based upon the originating area code of the caller.

A default routing is required for Area Code Routing. Permissible area codes include all area codes in the conterminous United States.

Upon request, Carrier will update a subscriber's Area Code Routing feature at no charge if the update is due to an area code split or a new area code being added to the North American Numbering Plan.

The proper usage rate based on point of call origination will be applied to each call.

3. Area Code/Exchange Control

Area Code/Exchange Control allows Customer to route calls placed on the same toll free number to different termination locations, can be switched or dedicated, based on the originating area code and exchange of the caller and allows Customer to block calls to a toll free number based on the originating area code and exchange of the caller.

4. Area Code/Exchange Routing

Area Code/Exchange Routing enables Customers to have calls placed on the same toll free number routed differently based upon the originating area code and exchange of the caller. Exchanges cannot be divided for routing purposes. This feature requires the Area Code Routing feature to identify the area codes and is not to be used as a stand-alone feature.

Default routing is required for Area Code/Exchange Routing. Customer will specify a separate routing for non-equal access calls when Automatic Number Identification (ANI) is not available.

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600 Hidden Ridge, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)

(T)

J. Enhanced Routing Features (Continued)

(N)

4. Area Code/Exchange Routing (Continued)

Permissible area codes include all area codes or exchanges in the conterminous United States, Guam, Puerto Rico, Mariana Islands, and U.S. Virgin Islands.

5. Time of Day Routing

Time of Day Routing allows Customer to have calls placed on the same toll free number routed to different locations during various times of the day.

Time of Day Routing will follow the national observance of daylight savings time.

The day may be divided into 15-minute increments, with up to 96 time intervals per 24-hour period. All time intervals must begin on the quarter clock hour.

Customer's time of day schedule must include the entire 24-hour day.

6. Day of Week Routing

Day of Week Routing permits Customer to have calls placed on the same toll free number routed to different locations based upon the day of the week. Day of Week Routing will follow the national observance of daylight savings time.

7. Day of the Year Routing

Day of the Year Routing allows Customer to have calls to the same toll free number routed to different locations on specified days of the year. Dates are stored in a month/day format. Customer must revise Day of the Year Routing schedules annually.

(N)

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****J. Enhanced Routing Features (Continued)****8. Call Allocation**

Call Allocation permits Customer to define routing of calls placed on the same toll free number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with one percent as the smallest allocation percentage to any location. The total of all percentage allocations must be 100%.

9. Command Routing

Command Routing allows Customer to activate a different Enhanced Routing plan on command by placing a call to Carrier.

Customer may define up to 99 separate routing plans per toll free number.

Routing plans must be loaded in Carrier's network before they are available for activation on command.

Customer must have a minimum of two routing plans to be able to utilize this feature.

Command Routing charges do not apply if Customer uses the normal service order process to activate routing plans.

10. Dialed Number Identification Service (DNIS)

DNIS is designed for applications where multiple toll-free numbers must terminate over a single service group. The terminating switch outpulses up to 10 digits so the toll-free number dialed can be identified.

(C)

(C)

SECTION 3 - DESCRIPTION OF SERVICE (Continued)

(N)

3.5 Service Offerings (Continued)**3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****J. Enhanced Routing Features (Continued)****11. In-Band Real Time ANI Delivery**

Delivers the originating phone number to the service agent as part of call set-up, thus giving the agent information about his or her caller either as the call is received or just before. In-Band is available with existing T-1 or DAL facilities. In equal access areas, 10 digits are provided. In non-equal areas, only the area code is provided.

12. Out-Of-Band Real Time ANI Delivery

Delivers the originating phone number to the service agent as part of call set-up, thus giving the agent information about his or her caller either as the call is received or just before. Out-Of-Band is available with ISDN Service. In equal access areas, 10 digits are provided. In non-equal areas, only the area code is provided

(N)

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****K. Interactive Toll Free Features**

Interactive Toll Free (IVR) allows callers to access information in Customers computer database and to receive that information using an ordinary touch-tone phone. This system also enables callers to execute certain transactions without the intervention of customer service personnel. This feature can be expedited. (T)

1. Call Referral (T)

Call Referral transfers a call by connecting the caller to Customer's CPE. The call is routed based on caller-entered digits or by rotary default. Default routing, generally to a specified Customer location, must be specified or a generic default message will be played. (T)

2. Busy/Ring-No-Answer Treatment (T)

Busy/Ring-No-Answer allows Customer to specify how the call is to be routed if the Call Referral location is busy or does not answer. Different routing may be specified for a busy condition rather than for a Ring-No-Answer condition. The following routing treatments are available:

- (a) Attempt to complete the call to the same location,
- (b) Return to any point in the previous menu,
- (c) Route to new menu, and
- (d) Complete the call to a different location without any menu interaction.

3. Database Routing (T)

Database Routing is used to specify routing based on either the digits a caller enters on the keypad or the caller's ANI. (M)
(M)

4. Back to Menu (T)

Back to Menu returns the caller back to the menu or message announcement for further routing. (M)
(M)

Material omitted from this page now appears on Page 44.
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****K. Interactive Toll Free Features (Continued)****5. Caller Transfer (T)**

Caller Transfer provides routing based on the digits entered by the caller to another toll free number.

6. Menu/Message Replay (T)

Menu/Message Replay allows the caller to return to a previous menu or announcement. The call may then be routed as appropriate.

7. Agent Transfer (T)

Agent Transfer allows the recipient of an Agent Transfer, who is eligible for Call Referral, to transfer a call to a Carrier toll free number. (M)
(M)

(a) Direct Transfer (N)

(Blind Transfer) Agent transfers a caller to an alternate destination without verifying answer supervision

(b) Two-way Agent Transfer

(Consult and Transfer) Agent waits for answer supervision, consults with secondary agent and hangs up.

(c) Three-way Agent Transfer

(Three-way Conference) Agent transfers a caller to an alternate destination, announces the call, and establishes a three-way conference with the caller and the secondary agent.

Agent transfer is ordered as either two-way or three-way. Two-way permits an agent to perform only direct, and consult and transfer. Three-way permits an agent to perform direct, consult and transfer, and three-way conferences. (N)

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- | | | |
|-----|---|--------------------------------|
| 8. | Security Codes | (T) |
| | Security Codes allows Customer to provide a list of valid codes, which can be used to allow or deny a caller access to any routing. | (M)
(M) |
| 9. | Caller-Entered Codes | (T) |
| | Caller-Entered Codes can be validated against a Customer-provided database to allow caller access to different routing options. | (M)
(M) |
| 10. | IVR Building Blocks | (N) |
| | A Building Block is a unit of construction or composition, also known as a feature or capability, used to create a program for Interactive Toll Free services. Interactive Toll Free Services are created by using Building Blocks in virtually any combination to meet Customer's unique application needs. |
(N) |
| (a) | Message Announcement | (T) |
| | Offers Customer a recorded voice message that may be used to assist in the routing of the call. The message announcement may provide a menu of options, information prior to call termination, or information prior to connecting to Customer's location without any caller interaction. Message Announcements are purchased in 30-second voice slots. A Message Announcement can be used with the call referral feature or as a stand-alone feature when the call terminates after the announcement. | (M)

(M)(N)

(N) |
| (b) | Time/Day Variable Program | (T) |
| | Time/Day Variable provides routing based on the time-of-day, day-of-week, or day-of-year. | (M)
(M) |

Material omitted from this page now appears on Pages 43 and 44.1.
Material appearing on this page previously appeared on Pages 42 and 43.

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****K. Interactive Toll Free Features (Continued)****10. IVR Building Blocks (Continued)****(c) Agent Transfer Speed dial**

- Used in conjunction with Agent Transfer to facilitate the transfer process.
- Agent enters a 2 to 5 digit speed dials code instead of the entire domestic toll free number
- Agent Transfer Speed Dial reduces the number of key strokes required to transfer a call and makes changes to telephone number transparent to those dialing them.
- Up to 3000 codes permitted per program

Stand-Alone Agent Transfer is a special type of Interactive Toll Free feature with Call Referral, which provides automatic call termination to a Call Referral number without caller interaction. Nonrecurring and monthly recurring charges also apply.

When Customer subscribes to Interactive Toll Free features, a surcharge is applied on a per call basis. The surcharge is not based on the number of features used during the course of the call. Non-recurring and monthly recurring charges also apply. In addition, Customer pays a flat, per-minute usage charge.

(d) Voice Recognition

This feature can only be ordered on an ICB basis. Pricing can only be determined once the voice requirements are determined for the customer specific needs.

L. Interactive Toll Free Reports (The standard IVR reports provide information on call volumes, call transfer statistics, call characteristics, caller-entered selections and codes that may be used to manage the IVR program and give insight into how callers are using the application.)

- 1. Management Reports** - Provides information on call counts and call transfer statistics. These reports provide a means for Customer to measure the effectiveness of their application and manage resources. Reports should be used to gauge caller activity, not for billing purposes. Reports are available in standard format and include Call Referral Reports and Agenda Transfer Reports.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

(T)

L. Interactive Toll Free Reports (Continued)

(N)

2. **Marketing Reports** - Provides insight on caller responses within the course of an interactive call. These reports provide information about how callers use the application and provide a means for capturing caller touch-tone and Voice Recognition responses. Reports should be used to gauge caller activity, not for billing reconciliation. Reports are available in standard formats and include the Menu Count Report, Code Report, Survey Report, Daily Program Summary Report, and Hourly Program Summary Report.

3. **Raw Data Reports** - Available to Customers wanting to import call data into another source for manipulation (such as a spreadsheet) or into their internal information system. The data will be provided as a text file in a space, comma, or quote-delimited string.

M. **Other Reports** (These reports will provide information about the usage of the toll free numbers, including the volume of calls, call duration, and how a call is handled after it has gone through the IVR part of the enhanced routing system.)

1. **Near Real Time Call Detail Record Tool** - Provides information about the usage of toll free numbers. Reports can be created on the completion of calls, calling patterns and statistics including volume of calls, call duration and originating ANIs. CDRs are reported in GMT, also referred to as "Zulu" time.

2. **Non-Summarized CDRs** - "Raw" CDRs data includes originating date and time, originating calling number, call duration, call completion code, dialed number, translation number, information digits, final switch and trunk ID, treatment code and call status category [Call Completed, Dedicated Access Line (DAL) Busy, Ring No Answer (RNA), Abandoned, Busy/Blocked and Other Incomplete].

(N)

PUBLIC SERVICE COMMISSION
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DEC 03 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

(T)

M. Other Reports (Continued)

(N)

3. **Status Code Summary Report** - Summarizes all calls that are presented, including (The total number of calls is also reported as percentages of the total for each category.): completed calls; calls that are busy at the DAL; calls that have been abandoned; calls that have received RNA; calls that were busy or blocked at the switch.
4. **Call Duration Summary Report** - Reflects completed calls only.
5. **NPA-NXX Report** - Reflects completed calls only; every NPA-NXX from which calls originate during the requested reporting period.
6. **Area Code (NPA) Report** - Reflects completed calls only; each NPA from which calls originate during the requested reporting period.
7. **Call Summary by Hour** - Reflects completed calls only; each NPA from which calls originate during the requested reporting period. These calls are shown in one-hour increments for a complete 24-hour period.

N. Additional Terms and Conditions of Service**1. Moves, Additions and Changes to Service**

Customer will incur a change charge for moving, adding, or changing service or features. This feature change charge will also be applied when Customer requests any logic change to the IVR program. Logic changes include, but are not limited to, adding or deleting a call referral, changing the rotary/time out instructions, changing message order, changing back to menu treatment, adding call entered codes (validated or unvalidated) or changing the caller entered codes from validated to unvalidated or vice versa, and adding, deleting, or changing a decision point.

(N)

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

(T)

N. Additional Terms and Conditions of Service (Continued)

(N)

2. Contract Liability Extension

If one of the first two conditions and the second and third provision exist, Carrier and Customer may agree to transition Customer to the next lower annual commitment level:

- If after the ninth month in a one-year contract, Customer is not on schedule to reach their commitment level at the end of the 12 months; or, if after the 11th month in a two or three-year term contract, Customer is not on schedule to reach their commitment level at the end of the first year;
- Customer must meet at least 75% of the original annual commitment level;
- Customer must have an original annual commitment level no less than \$240,000.

Upon agreement by both Carrier and Customer, Customer's rates will be re-negotiated based on the new adjusted annual commitment level either before the 12th month anniversary date in a one-year contract or within 45 days after the 12th month anniversary date in a two or three-year term contract. This commitment term and volume will not be re-negotiated more than once in any consecutive 18-month period. In conjunction with this re-negotiation, Customer will be assessed five percent on the actual long distance usage billed for the subject year. For example, if Customer's original annual commitment was \$480,000 for a two-year term and Customer's actual long distance usage for the first 12 months is \$400,000, then Customer has the option to adjust the commitment level to \$360,000 for a new two-year term. However, Customer will be billed five percent of the \$400,000, which is \$20,000.

(N)

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.4 Voice Intelligent Network - Enhanced Toll Free Service (Continued)

(T)

N. Additional Terms and Conditions of Service (Continued)

(N)

2. Contract Liability Extension (Continued)

If Customer does not re-negotiate the commitment level, the original contract term remains in place and the minimum annual revenue commitment stated above, based on the original contract term, will be assessed.

3. Expedites

Carrier may offer expedites for VIN-E800 service. However, Carrier does not guarantee a shortened installation interval for every accepted request and expedites are only available on dedicated circuits of DS3 or lower bandwidths and the IVR feature functionality.

(N)

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.5 Digital Private Line Service**

(T)

This service is no longer available to new Customers.

(M)

A. Digital Private Line Service provides dedicated communications channels for voice, video and data services. The service provides point to point connections through non-switched, non-usage sensitive dedicated facilities for a specific Customer. The service offers two way simultaneous transmission at Customer's selected bandwidth. Communications channels of 56/64 Kbps (DS-0), 1.544 Mbps (DS-1), and 44.736 Mbps (DS-3) are available. Service is subject to availability of necessary facilities and services.

B. Additional Terms and Conditions of Service

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- Customer must add a new private line to an existing network,
- Customer must replace an existing private line with one of a higher circuit speed.

In addition to meeting one of the conditions above, Customers must also renew their existing contract for a term equal to or greater than the original contract (i.e., if Customer is in year two of a three-year contract, Customer must sign another contract equal to three years or greater). If Customer does not qualify for an upgrade of service, when Customer's term commitment expires on an original contract, Customer may select a new payment period option at current Tariff rates.

(M)

(T)

(M)

(M)

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SECTION 9 (1)

BY: Stephan D. Bue
SECRETARY OF THE COMMISSION

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.6 Large Business Voice Service****3.5.6.1 Large Business Voice I Service**

This service is no longer available to new Customers.

A. General

Business Customers who generate total annual long distance charges of \$24,000 up to \$360,000 may enroll in this plan. This plan offers fixed-rate voice grade service.

Customer must select a one, two, three, four, or five-year term commitment. Customer must commit to a minimum annual dollar amount of \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$240,000 or \$360,000 per year of the term commitment. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs) including other usage and charges for Carrier's full range of regulated services, except for Voice Intelligent Network - Enhanced Toll Free Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.

(C)
|
(C)

Rates for this service are in Section 4.8.1.

B. Restrictions

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, pay station, residential lines, and lines with handicap discounts are not eligible for this plan.

Usage charges for Operator Assisted calls (0+, 0-), Third Number Billed or Collect calls will be counted toward Customer's minimum annual commitment only for Customer lines included in this plan. Customer must specify all lines to be included under this plan. Operator service charges (0-, 0+, Third Number Billed and Collect calls) and Directory Assistance calls will not be discounted, but are included in Customer's commitment level.

Customers who select Large Business Voice I Service are not eligible for any other Carrier discount plans.

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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Effective: April 4, 2002
BY: Stacy B. Sullivan
SECRETARY OF THE COMMISSION

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.6 Large Business Voice Service (Continued)** (T)**3.5.6.1 Large Business Voice I Service (Continued)** (T)**B. Restrictions (Continued)** (M)

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Large Business Voice II Service plan with pricing that corresponds to one year term and \$24,000 annual commitment level. The new rates will be effective on the first of the month following 30-day grace period.

C. Rating of Calls

Calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six-second increments thereafter.

D. Rate Determination

Customer's fixed rates are calculated by determining Customer's annual dollar commitment and the term of the agreement selected by Customer.

 (M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.6 Large Business Voice Service (Continued)****3.5.6.1 Large Business Voice I Service (Continued)****E. Minimum Revenue Commitment**

If Customer does not achieve the minimum annual commitment level selected, they will be assessed the incremental difference annually. For example, if Customer commits to \$24,000 annually and the actual long distance usage is \$20,000, then Customer will be billed for the \$4,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

F. Early Termination Charges

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

G. Local Access Facilities

Customer may arrange for local access facilities on its own, or may elect to have Carrier coordinate access arrangements. Access facilities arranged by Carrier will be billed to Customer at rates found by referring to Carrier's Federal Rate Schedule 3. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

3.5.6.2 Large Business Voice II Service

This service is no longer available to new Customers, effective August 1, 2002. (C)

This new plan is an add-on to the interstate filing of Large Business Voice II Service in Carrier's Federal Rate Schedule 3. Large Business Voice II Service will carry the same terms and conditions of Large Business Voice I Service with the following exceptions: (C)

- A. Customer must select a one, two, or three-year term commitment. There is no four or five-year term commitment available.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 9 (1)
Effective: August 1, 2002
BY Stephen Bell
SECRETARY OF THE COMMISSION

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.6 Large Business Voice Service (Continued)****3.5.6.2 Large Business Voice II Service (Continued)**

B. Annual commitment levels available are \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$180,000, \$240,000, \$300,000, or \$360,000 per year. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs) including other usage and charges for Carrier's full range of regulated services, except for Voice Intelligent Network - Enhanced Toll Free Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services. (C)

C. The Specialized Services Total Bill Discount does not apply to Large Business Voice II Service. (C)

D. When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Large Business Voice II Service plan with pricing that corresponds to one year term and \$24,000 annual commitment level. The new rates will be effective on the first of the month following 30-day grace period.

Rates for this service are in Section 4.8.2. (T)

Contract Liability Extension (T)

If one of the first two conditions and the second and third provision exist, Carrier and Customer may agree to transition Customer to the next lower annual commitment level:

1. if after the ninth month in a one-year contract, Customer is not on schedule to reach their commitment level at the end of the 12 months; or, if after the 11th month in a two or three-year term contract, Customer is not on schedule to reach their commitment level at the end of the first year;
2. Customer must meet at least 75% of the original annual commitment level;
3. Customer must have an original annual commitment level no less than \$36,000.

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.6 Large Business Voice Service (Continued)****3.5.6.2 Large Business Voice II Service (Continued)****Contract Liability Extension (Continued)**

Upon agreement by both Carrier and Customer, Customer's rates will be re-negotiated based on the new adjusted annual commitment level either before the 12th month anniversary date in a one-year contract or within 45 days after the 12th month anniversary date in a two or three-year term contract. This commitment term and volume will not be renegotiated more than once in any consecutive 18-month period. In conjunction with this re-negotiation, Customer will be assessed five percent on the actual long distance usage billed for the subject year. For example, if Customer's original annual commitment was \$48,000 for a two-year term and Customer's actual long distance usage for the first 12 months is \$38,000, then Customer has the option to adjust the commitment level to \$36,000 for a new two-year term. However, Customer will be billed five percent of the \$38,000, which is \$1,900.

If Customer does not re-negotiate the commitment level, the original contract term remains in-place and the minimum annual revenue commitment stated in Large Business Voice I Service, Section 3.5.6.1 B, based on the original contract term, will be assessed.

Early Termination Charges

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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JUN 14 2002

**PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

BY Charles L. Dorn
EXECUTIVE DIRECTOR
Effective: June 14, 2002

Issued: June 13, 2002

by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.7 10K Flat Rate Connections Service**

(T)

This service is no longer available to new Customers.

(M)

A. General

Business Customers who generate \$1,000 - \$2,000 per month in charges can enroll in this service. Service is available for switched voice service only and offers a fixed rate. Intrastate service is an add on to the interstate service.

Customer must select a one, two, or three-year term plan and must commit to a minimum revenue amount of \$10,000 per year. Eligible revenue dollars consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs) including usage and charges for Carrier's full range of services.

(M)

(T)

(T)

Rates for this service are in Section 4.9.

(T)

B. Restrictions/Conditions

(M)

Customers on this service will be eligible to participate in the PIC Change Charge Credit Promotion, the Toll Free Plan II Promotion, and the Flat Rate Connections Promotion.

All other restrictions and conditions for Large Business Voice I Service detailed in Sections 3.5.6.1, B., C., D., and F. apply to this service as well, unless otherwise stated.

(M)

(T)

(M)

When a term commitment expires, Customer will have 30 days to select a similar service plan of this Carrier. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Great Connections Service plan with pricing that corresponds to a one year term and a \$10,000 annual commitment level. The new rates will be effective on the first of the month following a 30-day grace period.

C. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level, they will be assessed the incremental difference annually. For example, if Customer does not meet his \$10,000 annual commitment and bills only \$8,000 in long distance charges, then Customer will be billed the \$2,000 shortfall. In addition, the current rates will be renegotiated based on the new adjusted commitment level.

(M)

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BY: [Signature]
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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.8 5K Flat Rate Connections Service**

(T)

This service is no longer available to new Customers.

(M)

A. General

Business Customers who generate \$5,000 - \$9,999 annually in long distance charges can enroll in this service. Service is available for switched voice service only, and offers a fixed rate. Customer must commit to a one-year term plan, and a minimum revenue amount of \$5,000 for that year. Eligible revenue dollars consist of Customer's total domestic and international inbound and outbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs) including usage and charges for this service. After Customer has met his commitment for the contract period, he is eligible to remain with Carrier and receive the flat rate with no further commitment levels to be met as long as there is no interruption in service.

(T)

(T)

(M)

(M)

(M)

Rates for this service are in Section 4.11.

(T)

B. Restrictions/Conditions

(M)

Customers on this service will be eligible to participate in the PIC Change Charge Credit Promotion and the Toll Free Plan II Promotion. No other promotions will apply for this service.

All other restrictions and conditions for Large Business Voice I Service detailed in Sections 3.5.6.1 B., C., and D. apply to this service as well, unless otherwise stated.

(M)

(T)

(M)

C. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level for the one-year term, they will be assessed the shortfall difference. For example, if Customer does not meet his \$5,000 annual commitment and bills only \$2,800 in long distances charges, then Customer will be billed the \$2,200 shortfall.

(M)

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.9 Calling Card Options - Conference Calling**

Customers may use Carrier's calling card to make conference calls, which may include up to eight different parties. Conference call surcharges are in lieu of normal calling card surcharges. Operator surcharges will apply if an Operator is used in setting up the call. Per minute rates apply on a per-leg basis.

Rates for this service are in Section 4.12.

3.5.10 Great Connections Service

This service is no longer available for new Customers.

(C)

A. General

Business Customers who generate \$1,000 - \$2,000 per month in long distance charges can enroll in this service. Service is available for switched voice service only and offers fixed rates for both inbound and 1+ dialed outbound domestic calls. Calls which utilize the Carrier dial-around method are not eligible for the Great Connections Service. Intrastate is an add-on to Carrier's interstate service offering.

Customer must select a one or two-year term plan, and must commit to a minimum revenue amount of \$10,000 per year. Eligible commitment revenue consists of Customer's total 1+ domestic usage, international outbound usage, ITFS usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs) including other usage and charges for Carrier's full range of regulated services, except for Voice Intelligent Network - Enhanced Toll Free Service and data usage, which is excluded.

Rates for this service are in Section 4.13.

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BY 
EXECUTIVE DIRECTOR

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.10 Great Connections Service (Continued)****B. Conditions/Restrictions**

New business Customers and existing business Customers who have met all current contract requirements are eligible for this service. Service must be stand alone voice service. It cannot be combined with data services. No intrastate promotions apply for this service.

All other restrictions and conditions applicable for Large Business Voice I Service apply to this service, unless otherwise stated.

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on pricing that corresponds to a one-year term plan. The new rates will be effective on the first of the month following a 30-day grace period. (N)

C. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level, they will be assessed the shortfall difference annually. For example, if Customer does not meet his \$10,000 annual commitment and bills only \$8,000 in long distance charges, then Customer will be billed the \$2,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

D. Early Termination Charges

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.11 Calling Card Flat Rate Plan**

This plan is an add-on to the interstate filing of the Calling Card Flat Rate Plan in Carrier's Federal Rate Schedule 1. The Calling Card Flat Rate Plan is available to residential Customers. This plan allows Customers to originate outbound, direct dialed long distance calls via a toll free number. Customers will be billed a flat per minute rate for each call originating and terminating within the mainland U.S., Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and Guam. International calls will be rated at International Message Telecommunications Service rates. A payphone surcharge will be assessed, where applicable, on all calls made from a public payphone including each pound (#) re-origination completed call. By pressing the pound (#) key, Customer is able to terminate one call while remaining connected to the calling card platform in order to originate additional calls without redialing the toll free number. Conference calling, which allows Customers to add more than one person to a specific call, is available. The originator of the conference call will be billed each conference call leg in addition to the rate per minute for each leg of the call. Conversation minutes, reflecting usage sensitive charges, are billed in increments of one minute following the initial minimum billing period of one minute. Charges are rounded to the next higher minute for billing purposes. Customer must PIC to Carrier and remain presubscribed to receive this service. In the event Customer requests another carrier, this service will remain active for no more than 60 days. As an option to Customer, Carrier will offer the Calling Card Flat Rate Plan for billing on the Carrier Visa credit card or to any other credit card that is acceptable to Carrier. It will be the obligation of credit card Customers to meet the terms and conditions set forth by the credit card company. A monthly statement notice will be delivered via e-mail, and Customer may access their account detail online at www.verizonvisa.com. Customer must provide and maintain a valid e-mail address. Customer may request a paper copy of their statement for a nominal fee of \$1.00.

Rates for this service are in Section 4.14.

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BY Charles L. Jones
EXECUTIVE DIRECTOR

by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.5 Service Offerings (Continued)****3.5.12 Calling Card Surcharge Based Plan**

This plan is an add-on to the interstate filing of the Calling Card Surcharge Based Plan in Carrier's Federal Rate Schedule 1. The Calling Card Surcharge Based Plan is available to residential Customers. This plan allows Customers to originate outbound, direct dialed long distance calls via a toll free number. Customers will be charged a time-of-day sensitive per minute rate for each call originating and terminating within the mainland U.S., Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and Guam. International calls will be rated at International Message Telecommunications Service rates. A connection fee will be assessed at the beginning of all completed calls. In addition, a payphone surcharge will be assessed, where applicable, on all calls made from a public payphone including each pound (#) re-origination completed call. By pressing the pound (#) key, Customer is able to terminate one call while remaining connected to the calling card platform in order to originate additional calls without redialing the toll free number. Conference calling, which allows Customers to add more than one person to a specific call, is offered where available. The originator of the conference call will be billed for all of the conference call legs plus the per minute rate for each leg of the call. Conversation minutes, reflecting usage sensitive charges, are billed in increments of one minute following the initial minimum billing period of one minute. Charges are rounded to the next higher minute for billing purposes. Customer must PIC to Carrier and remain presubscribed to receive this service. In the event Customer requests another carrier, this service will remain active for no more than 60 days. As an option to Customer, Carrier will offer the Calling Card Surcharge Based Plan for billing on the Carrier Visa credit card or to any other credit card that is acceptable to Carrier. It will be the obligation of credit card Customers to meet the terms and conditions set forth by the credit card company. A monthly statement notice will be delivered via e-mail, and Customer may access their account detail online at www.verizonvisa.com. Customer must provide and maintain a valid e-mail address. Customer may request a paper copy of their statement for a nominal fee of \$1.00.

Rates for this service are in Section 4.15.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.5 Service Offerings (Continued)****3.5.13 Visa Calling Card Plan****A. General Description**

The Visa Calling Card Plan is available to college students when signing up for a Carrier Visa credit card. This plan allows Customers to originate outbound, direct dial long distance calls via a toll free number. Customers will be charged a time-of-day sensitive per minute rate for each call originating and terminating within the conterminous United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and Guam. International calls will be rated at International Message Telecommunications Service rates. A connection fee will be assessed at the beginning of all completed calls. In addition, a payphone surcharge will be assessed, where applicable, on all calls made from a public payphone including each pound (#) re-origination completed call. By pressing the pound (#) key, Customer is able to terminate one call while remaining connected to the calling card platform in order to originate additional calls without redialing the toll free number. Conversation minutes, reflecting usage sensitive charges, are billed in increments of one minute following the initial minimum billing period of one minute. Charges are rounded to the next higher minute for billing purposes. Carrier will bill the calling card charges to the Carrier Visa credit card or, as an option, to any other credit card that is acceptable to Carrier. The monthly statement notice will be delivered via e-mail, and Customers may access their account detail online at www.verizonvisa.com. Peak calling times are Monday - Friday 9:00 AM to 9:00 PM. Off-peak calling times are Monday - Friday 9:00 PM to 9:00 AM and all weekend. (T)

Rates are found in Section 4.16.

B. Terms and Conditions

Complimentary calling in the amount of \$10 will be automatically applied to the Visa Calling Card statement when Customers use their Carrier Visa credit card for the first time. When Customers make additional purchases with the Carrier Visa credit card, they will earn a five percent rebate toward the Visa Calling Card when a balance is carried from month to month. If at any time the credit card account becomes delinquent, is closed or is in default, Customer will forfeit all rebates. The maximum rebate that may be earned is \$50 per billing statement; \$300 per calendar year. All rebates expire 180 days after posting to Customer account. For security reasons, a \$30 calling limit will be imposed on the Carrier calling card account until the first payment is posted. Customer must provide and maintain a valid e-mail address. It will be the obligation of credit card Customers to meet the terms and conditions set forth by the credit card company and to maintain a valid credit card. Customer may request a paper copy of their statement for a nominal fee of \$1.00. (C)
(C)

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EXECUTIVE DIRECTOR

by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.5 Service Offerings (Continued)****3.5.14 Digital Private Line II Service**

Digital Private Line II Service provides dedicated communications channels for voice, video, and data services. The service provides point to point connections through non-switched, non-usage sensitive dedicated facilities for a specific Customer. The service offers two way simultaneous transmissions at Customer's selected bandwidth. Communications channels of 56 Kbps and 1.544 Mbps (DS-1) are available. Service is (C) subject to availability of necessary facilities and services. Service is available between points in the conterminous United States. Service to off-shore destinations is available (T) on an individual case basis.

Rates are found in Section 4.18. (N)

A. Two communications channels are offered: (T)

1. 56 Kbps (Digital Data Service - DDS) (T)

Digital Data Service offers a single, end-to-end, fully digital dedicated circuit that supports synchronous data transmission at speeds of 56 Kbps. DDS (C) private lines are typically used for transmitting lower speed data. DDS is available on a one, two, or three-year contract plan. 64 Kbps is available on (N) an individual case basis. (N)

2. 1.544 Mbps (DS-1) (T)

DS-1 Private Line Service provides a high-capacity, fully digital DS-1 special access interface for use in providing simultaneous two-way transmission of isynchronous bipolar serial data signals at the rate of 1.5644 Mbps. These services are typically used for applications requiring large volume or high-speed data transmission. DS-1 Service is available on a one, two, or three-year contract plan.

B. Additional Terms and Conditions of Service (T)

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer renews their existing contract for a term equal to or greater than the original contract (i.e., if Customer is in year two of a three-year contract, Customer must sign another contract equal to three years or greater).

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

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3.5 Service Offerings (Continued)**3.5.14 Digital Private Line II Service (Continued)****C. Service Arrangements**

For each originating and terminating location, Customer must select either Full Service or Customer Provided Access Arrangements.

1. Full Service Access Arrangement - (end-to-end service) applies to all network components from one Customer premise to another Customer premise, including local access facilities and network components.
2. Customer Provided Access to Serving Wire Center (CPA/SWC) - provides Customer with the ability to connect to Carrier's network and obtain services over existing or new access circuits provided by the local exchange carrier or inter-connected alternate access vendor. Carrier reserves access facilities to either the SWC for Customer or to a tandem switch if there are no carrier facilities terminating into the SWC. Customer is responsible for ordering the access circuit from the SWC to their premise.

(N)

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.5 Service Offerings (Continued)****3.5.15 Frame Relay Service**

(T)

This service is no longer available to new Customers.

(M)

A. General

Frame Relay Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through Permanent Virtual Circuits (PVCs) which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

(M)

(T)

(T)

(M)

B. Rate Elements

There are three primary components to Frame Relay Service:

- Local Access Facility (dedicated)
- Port
- Permanent Virtual Circuit (PVCs)

1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.
2. Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.5 Service Offerings (Continued)****3.5.15 Frame Relay Service (Continued)**

(T)

B. Rate Elements (Continued)

(M)

3. Frame Relay PVC and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A CIR is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

4. Network to Network Interface (NNI)

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, NRCs and MRCs for a PVC and for the NNI connection will apply. The PVC is available at a designated CIR, and the NNI connection charge corresponds to the PVC/CIR selected.

C. Features

1. Service Standards

Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer reported outage at a PVC level until Customer accepted cleared outage report.

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.15 Frame Relay Service (Continued)****C. Features (Continued)****1. Service Standards (Continued)**

Carrier is committed to maintain a service delivery data rate of 98.0%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one Monthly Recurring Charge (MRC) for the frame relay port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 2 above.

(a) Service delivery data rate is calculated as follows:

Rate = TEK/(TIK-SDBBEK), where:

TIK is the Total Ingress Kiloframes. The total number of Kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes. The total number of Kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes. The number of total discarded Kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If a Customer burst is above BE, the data will be discarded at the entry level port.

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Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.15 Frame Relay Service (Continued)****C. Features (Continued)****1. Service Standards (Continued)**

(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:

- Customer with network configuration of less than four PVCs and less than 5,000 Kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which Customer fails to transmit in aggregate at least 5,000 Kiloframes of data;
- back-up PVCs;
- any month in which Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

(c) Service Delivery

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within 60 days, Carrier will migrate these PVCs that have not met the standard within that 60 day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay Service.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.15 Frame Relay Service (Continued)****C. Features (Continued)****2. Local Access Diversity**

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access POP. This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

D. Additional Terms and Conditions of Service

Frame Relay Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay Service is one year.

Customer must give Carrier 30 days prior written notice to terminate Frame Relay Service.

Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires.

Rates for this service are in Section 4.17.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.16 One Wide Area Network (One WAN) Service****3.5.16.1 Description of Service**

Carrier's One Wide Area Network (One WAN) Service is a high-speed service that provides Customers a single platform to integrate their voice, video and data communications needs. It combines the statistical multiplexing efficiencies of packet switching with the low delay characteristics of circuit switching technologies. (C)

Carrier's service is a connection-oriented, cell-based service that provides virtual connections between Customer's site and one or more locations. Each connection may be a Permanent Virtual Channel Connection (PVCC) or a Permanent Virtual Path Connection (PVPC). Each supported virtual connection is a point-to-point connection. Physical access to One WAN Service is provided in speeds from DS-1 to OC-48c. (C)

One WAN Service is available to Customers in the U.S and its territories where Carrier has the necessary facilities in place. (C)

One WAN Service is offered subject to availability of necessary intrastate facilities and services and is provided only through designated Points of Presence (POPs) (T)

(D)
I
(D)

There are three major network elements required to provision this service:

A. Access (C)

A digital private line connecting Customer's location to Carrier's network is required in this service offering. This service can be provisioned over DS-1, NxDS-1 where N=2-8 using Inverse Multiplexing Over ATM (IMA), DS-3, OC-3c, OC-12c and OC-48c digital private line connections. If NxDS-1 access is required, IMA equipment will be required for each NxDS-1 access location. The access line speed must match the User to Network Interface (UNI) port speed. Each access line can accommodate multiple virtual circuits or paths. Access is offered in the following arrangements. (C)

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

(N)

3.5 Service Offerings (Continued)**3.5.16 One Wide Area Network (One WAN) Service (Continued)****3.5.16.1 Description of Service (Continued)****A. Access (Continued)**


For UNI ports, Carrier will set up access arrangements on behalf of Customer for the One WAN Service purchased. Any charges associated with the provisioning of the access circuits including, but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the POP will be considered "Access Charges". This includes any Nonrecurring Charge (NRC) incurred in association with obtaining access regardless of contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be billed directly to Customer.

(N)

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600 Hidden Ridge, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.16 One Wide Area Network (One WAN) Service (Continued)

3.5.16.1 Description of Service (Continued)

B. Port

A UNI port provides entry into the One WAN Service network via an access circuit that connects Customer's location to the UNI port and is required for provisioning this service. The UNI port speed must match the speed of the access circuit. Each port can accommodate multiple virtual connections. (C)

A Network to Network Interface (NNI) port connects Carrier's network to another cell-based network. (N)

C. Permanent Virtual Connections (PVCs) (T)

A PVCC and a PVPC are logical circuits that define a specific path for data sent by Customer to another location. These connections are virtual because they are established in software tables and enable all PVPCs and PVCCs on the port to share the available port bandwidth. This also enables multiple logical connections to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations. PVPC provides for aggregation of multiple PVCCs into a single path. All PVCCs in the PVPC must have the same originating and terminating end ports. (C)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.16 One Wide Area Network (One WAN) Service (Continued)****3.5.16.1 Description of Service (Continued)****C. Permanent Virtual Connections (PVCs) (Continued) (T)**

PVCs are defined by the class of service and transmission speed. (C)

1. Class of Service

Classes of service are dictated by the traffic priority parameters. Traffic prioritization parameters refer to priorities given to cell transmissions and sensitivity of cells to delay, delay variation and loss within the network. CBR traffic is given first priority, Variable Bit Rate-Real Time (VBR-rt) traffic is given second priority. Variable Bit Rate-Non Real Time (VBR-nrt) traffic is given third priority and Unspecified Bit Rate (UBR) is given last priority, based upon the traffic in the network at any given point in time. (C)

These are the four classes of service offered to Customers:

- Constant Bit Rate (CBR): A class of service that supports the transmission of a continuous bit stream of traffic from those applications such as video, voice, and circuit emulation, which require rigorous timing control and performance parameters.
- Variable Bit Rate-Real Time (VBR-rt): A class of service that allows the transmission of applications requiring low cell delay variation. For example, VBR-rt would be utilized for applications such as variable bit rate video compression, and packetized voice and video, which are somewhat tolerant of delay.
- Variable Bit Rate-Non Real Time (VBR-nrt): A class of service that allows for applications that can tolerate larger cell delay variation than VBR-rt. For example VBR-nrt would be utilized for applications such as data file transfers.

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600 Hidden Ridge, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.16 One Wide Area Network (One WAN) Service (Continued)

3.5.16.1 Description of Service (Continued)

C. Permanent Virtual Connections (Continued)

1. Class of Service (Continued)

- Unspecified Bit Rate (UBR): A class of service that allows for applications that only require "Best Effort" transport performance and are not delay sensitive.

2. Transmission Speed

Transmission speed is a function of the amount of logical bandwidth reserved for each PVCC and PVPC. The speed is designated by Peak Cell Rate (PCR) and/or Sustained Cell Rate (SCR). PCR and/or SCR are assigned to each PVCC or PVPC. PCR is the highest available transmission rate on a VBR and the continuous transmission rate allowed for a CBR connection. SCR is the average transmission rate for a VBR connection. (T)

Customers may purchase PCR or SCR in 64 Kbps up to 1984 Kbps and in 1 Mbps increments for 2 Mbps and above. (C)

D. Frame Relay to ATM Interworking (C)

Frame Relay to ATM Interworking enables the interconnection of Frame Relay PVCs to ATM PVCs. National FastPacket services support Frame Relay to ATM Service Interworking (FRASI - Translation Mode) and Frame Relay to ATM Network Interworking (FRANI - Transparent Mode). FRANI and FRASI PVCs are billed as ATM VBR-nrt PVCs. (C)

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)**

(N)

3.5.16 One Wide Area Network (One WAN) Service (Continued)**3.5.16.1 Description of Service (Continued)****E. Service Level Agreements**

1. Operational Service Level Agreements (SLAs). Operational SLAs are available for ATM Services where the Customer purchases at least five (5) PVCs.

- a. On-Time Provisioning.

On-Time Provisioning Measurement. Carrier agrees to complete installation of the PVC no later than the Firm Order Commitment (FOC) due date issued by Carrier plus twenty-four (24) hours. Carrier will issue a FOC date upon completion of its review of available required facilities and components. Completion of design and ordering related forms and documents (including but not limited to network design, configuration, and data gathering forms) must occur prior to providing the FOC date. This SLA shall not apply to orders where an expedited interval has been requested or for disconnection orders.

On Time Provisioning Service Response Credits (SRCs). If Carrier fails to install a PVC within twenty-four (24) hours after the FOC date because of Carrier's sole fault, Carrier will provide an SRC equal to fifty percent (50%) of the associated Monthly Recurring Charge (MRC) for the month in which the due date is missed for the PVC. SRCs shall not be available if Carrier determines after the FOC date is issued that sufficient facilities are not available to provision the order, where special construction of facilities is required, or when the FOC date is missed because the local access service is not available. SRCs will not be available for missed FOC dates if the Customer provides inaccurate information on the order, revises the order or is not ready to accept the Service on the FOC date.

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SECTION 9 (1)**

By



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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.16 One Wide Area Network (One WAN) Service (Continued)****3.5.16.1 Description of Service (Continued)****E. Service Level Agreements, (Continued)****1. Operational Service Level Agreements (SLAs), (Continued)****b. Mean Time to Repair (MTTR)**

MTTR Measurement. Under the MTTR SLA, Carrier will measure the average Time to Repair (TTR) for Customer-reported interruptions in the Service with respect to PVCs provided herein ("Interruption"). Interruption means a condition that renders a PVC unavailable for use by Customer due to a fault caused by Carrier in the ATM network. To be measured under this SLA, Customer must report any Interruption to a Carrier-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by Carrier and the date and time when such ticket is closed by Carrier. In measuring the TTR, any stop clock time associated with the trouble shall be subtracted from such measurement. For purposes of this measurement stop clock time refers to a) periods when Customer testing is occurring; b) periods when Carrier is awaiting Customer authorization to commence work on a PVC; c) periods following a repair of a PVC when the ticket is held open by Customer to ensure the trouble is resolved; and d) any time period during which any of the occurrences listed in Section 3.5.16.1.E.3 (SLA Exclusions) existed. The SLA shall not apply to cases of trouble where no trouble was found or repeated cases of trouble for the same Interruption. It also does not apply to an Interruption related to the provisioning of a new PVC. The MTTR SLA shall be measured on a calendar month basis and shall be calculated by adding the TTR for all Interruptions and dividing that sum by the total number of trouble tickets opened for Interruptions for that Customer during that month.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)**

(N)

3.5.16 One Wide Area Network (One WAN) Service (Continued)**3.5.16.1 Description of Service (Continued)****E. Service Level Agreements, (Continued)****1. Operational Service Level Agreements (SLAs), (Continued)****b. Mean Time to Repair (MTTR) (Continued)**

MTTR SRCs. If the average MTTR for Interruptions for a calendar month exceeds four (4) hours but is less than eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) consecutive hours during such calendar month. If the average MTTR for Interruptions for a calendar month exceeds eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) but less than eight (8) consecutive hours, and a credit of one hundred percent (100%) of the MRC for any individual PVC that is unavailable for use for more than eight (8) consecutive hours.

c. Network Availability

Network Availability Measurement. Network Availability refers to the percentage of time during a calendar month that the Service is available for use by Customer. The Carrier threshold for Network Availability is 99.90%. Network Availability is calculated based upon the total number of minutes in a calendar month that Customer was actually in service divided by the total number of minutes in the month (1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs, less the number of minutes that the PVCs were interrupted during month, divided by the number of available minutes for the month, i.e. 1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs).

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)**

(N)

3.5.16 One Wide Area Network (One WAN) Service (Continued)**3.5.16.1 Description of Service (Continued)****E. Service Level Agreements, (Continued)****1. Operational Service Level Agreements (SLAs), (Continued)****c. Network Availability (Continued)****Network Availability Measurement (Continued)**

Carrier will not round up the calculation to reach the 99.90% threshold. The Network Availability SLA is only available for outages reported by Customer by opening a trouble ticket with Carrier. An interruption for PVCs shall be computed, and be subject to the same restrictions and exclusions, as set forth in Section 3.5.16.1E.1.b pertaining to Interruptions for MTTR.

Network Availability SRCs. If overall Network Availability is less than the threshold of 99.90% for a calendar month, Carrier will provide a credit equal to ten percent (10%) of the associated MRC for any individual PVC that did not meet such threshold during such calendar month.

- 2. Customer Consent:** To the extent necessary to measure Carrier's performance under the SLAs set forth herein, Customer consents to Carrier obtaining on Customer's behalf its trouble history with local carriers that provide the portion of the network covered by the SLAs.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

(N)

3.5.16 One Wide Area Network (One WAN) Service (Continued)

3.5.16.1 Description of Service (Continued)

E. Service Level Agreements, (Continued)

3. SLA Exclusions: SLAs do not apply to the extent that any of the following reasons prevented or delayed Carrier's performance in meeting such SLAs:

- a. The acts of Customer or other party authorized by Customer to use the Service, including but not limited to Customer's negligence, Customer's refusal to grant Carrier reasonable access to its premises for testing/repair, Customer's refusal to release the Service for testing and/or repair, Customer's maintenance activities or its rearrangement of the Service or where Customer has exceeded the purchased PVC bandwidth;
- b. Service trouble caused by Customer's CPE or facilities on its side of the demarcation point or any power, equipment, service or systems not provided by Carrier;
- c. Services that have been in service for less than a month (except for the SLA for On-Time Provisioning);
- d. Scheduled maintenance and downtimes;
- e. Unavailability of network monitoring or management equipment or reporting; or
- f. Any other reason outside the control of Carrier.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)**

(N)

3.5.16 One Wide Area Network (One WAN) Service (Continued)**3.5.16.1 Description of Service (Continued)****E. Service Level Agreements, (Continued)****4. Limitation on SRCs.:**

Limitation on SRCs. The combined total of any SRCs applied to a Customer's ATM Service contracted herein or in other Carrier agreements may not exceed the following:

- a. For any calendar month, the total SRCs applied to an affected PVC may not exceed one hundred percent (100%) of the MRC billed to the Customer for such PVC for that month.
- b. For any calendar year, the total SRCs shall not exceed ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer for qualifying PVCs, or \$200,000 per Customer per ATM Service, whichever is less. For any calendar year in which the Customer had less than twelve (12) full months of revenue for qualifying PVCs in the prior calendar year, the SRCs may not exceed \$20,000 per Customer per ATM Service.
- c. To receive an SRC, Customer must request such SRC in writing within thirty (30) calendar days of the end of the SRC monitoring period. The request must include a list of all impacted PVC identification numbers and the type of SRC requested for each PVC.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.16 One Wide Area Network (One WAN) Service (Continued)****3.5.16.2 Additional Charges/Regulations**

Customer may choose Option 1, Option 2, Option 3 or Option 4 to price their entire network. Options 1 and 2 are mutually exclusive and cannot be combined with other options. Options 3 and 4 may be combined. (C)

A. Expedites

Carrier may offer expedites. However, Carrier does not guarantee a shortened installation interval for every accepted expedite request.

B. Service Upgrades

Customer may elect to terminate services and enter a new commitment for an upgraded service (as determined in the sole discretion of Carrier) without the imposition of termination charges subject to the following conditions: (C)

1. When Customer upgrades service, the order to discontinue the existing service and the order to upgrade service must be received by Carrier at the same time; and
2. The total Monthly Recurring Charge (MRC) of the new commitment for the upgraded service must be equal to or greater than the total monthly rate of the discontinued services. Rates for the upgraded service including any discount will be those in effect at the time the service upgrade is ordered; and
3. The new term commitment for an upgraded service must terminate no earlier than the term commitment for the discontinued services and must be at least a one-year term; and
4. Any charges associated with access or facilities that occur in the termination of the existing circuits and the provisioning of the upgraded circuits will be billed to Customer. (C)

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.16 One Wide Area Network (One WAN) Service (Continued)

3.5.16.2 Additional Charges/Regulations (Continued)

C. Renewal Options

At the end of a contract term, Customer may renew his contract for another term under the rates applicable at the time of renewal. If Customer does not select a renewal plan or does not request the termination of service, Customer will continue to be billed at their existing rates.

D. Notification of Discontinuance

Carrier must receive a written request for discontinuance of a service arrangement at least 60 days prior to actual disconnection of service. Recurring charges will apply for a period of 60 days from the date Carrier receives disconnect notification or until the requested disconnect date, whichever period is longer.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.16 One Wide Area Network (One WAN) Service (Continued)

3.5.16.2 Additional Charges/Regulations (Continued)

E. Service Termination Charges

(C)

1. After the service has been completely installed, if Customer terminates service either fully or partially, the following charges apply:

(a) Full Service Termination

If Customer causes this service to be terminated prior to the expiration of the service period, service termination charges shall apply as follows:

- I. For the first year of the service period, 100% of the MRC commitment multiplied by the number of months remaining in the first year of the service period; plus
- II. After the first year of the service period, 50% of the MRC commitment multiplied by the number of months remaining in the service period.
- III. Customer will be billed for all termination charges at the next invoice date.

(b) Partial Service Termination

If Customer partially terminates service causing the MRC to fall below the MRC commitment identified in Customer's agreement with Carrier during each month of the service period, termination charges shall apply as follows:

- I. For the first year of the service period, 100% of the difference between the MRC commitment and the MRC after the service termination, multiplied by the number of months remaining in the first year of the service period; plus
- II. 50% of the difference between the MRC commitment and the MRC after the service termination, multiplied by the number of months remaining in the service period after the first year.
- III. Customer will be billed for all termination charges at the next invoice date.

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by *Thomas L. Jones*
Director - Regulatory Affairs

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.16 One Wide Area Network (One WAN) Service (Continued)

3.5.16.2 Additional Charges/Regulations (Continued)

(D)

(D)

F. Order Cancellation Charges

(C)

If Customer cancels an order prior to the service being completely installed, Customer shall pay Carrier all NRCs and any charges incurred by Carrier associated with the access circuits or additional facilities provided by its underlying providers.

(N)

G. Move or Change in Service Address

If Customer requests moving an access circuit due to a change in a physical service address during the service period, Carrier will do so in accordance with the following conditions:

1. Any NRCs associated with installing service at the new address will be billed to Customer; and
2. Any charges incurred by Carrier associated with access or additional facilities that occur in the termination of the existing circuits and the provisioning of the moved or changed service will be billed to Customer; and
3. Carrier will re-price the service with the new location's address and, if the re-priced service is higher than the original agreement amount, Customer will begin paying the higher MRC when the service move is completed.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.16 One Wide Area Network (One WAN) Service (Continued)****3.5.16.2 Additional Charges/Regulations (Continued)****H. Obligations of Customer**

In addition to Obligations of Customer provisions found in Section 2, Customer must also provide compatible equipment in accordance with interface specifications defined in ANSI Standards for ATM services. Customer is responsible for the installation, operation and maintenance of any Customer Provided Equipment (CPE). Furthermore, CPE that interfaces with Carrier's network must perform traffic shaping.

Customer is responsible for providing accurate information pertaining to ordering, repair, contact information, billing, and product specific requirements. Customer must specify the speed for each access port and access line ordered. Customer must specify the SCR, PCR, and traffic management parameters at the time of the order for each PVC/PVP.

Customer must provide to Carrier an address for each Customer location requiring service and a point of contact with information to include the contact name, telephone number, mailing address, and electronic mail (e-mail) address for notification purposes.

Rates for this service are in Section 4.19.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.17 Frame Relay II Service**

This service is no longer available to new Customers.

A. General

Frame Relay Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through Permanent Virtual Circuits (PVCs) which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

Rates for this service are in Section 4.20.

B. Rate Elements

There are three primary components to Frame Relay Service:

- Local Access Facility (dedicated)
- Frame Relay Port
- Permanent Virtual Circuit (PVCs)

1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.
2. Frame Relay Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.

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SECRETARY OF THE COMMISSION

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.17 Frame Relay II Service (Continued)****B. Rate Elements (Continued)**

3. Frame Relay Permanent Virtual Circuit (PVC) and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A CIR is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

Network to Network Interface (NNI)

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, Nonrecurring Charges (NRC) and Monthly Recurring Charges (MRCs) for a NNI PVC and for the NNI connections will apply. The NNI PVC is available at a designated CIR, and the NNI connection charges correspond to the NNI PVC/CIR selected.

C. Features**1. Service Standards**

Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer-reported outage at a PVC level until Customer-accepted cleared outage report.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.17 Frame Relay II Service (Continued)****C. Features (Continued)****1. Service Standards (Continued)**

Carrier is committed to maintain a service delivery data rate of 98.0%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one MRC for the frame relay port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 2 above.

(a) Service delivery data rate is calculated as follows:

Rate = $\text{TEK} / (\text{TIK} - \text{SDBBEK})$, where:

TIK is the Total Ingress Kiloframes. The total number of kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes. The total number of kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes. The number of total discarded kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If Customer burst is above BE, the data will be discarded at the entry level port.

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Verizon Select Services Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.17 Frame Relay II Service (Continued)**

(T)

C. Features (Continued)

(M)

1. Service Standards (Continued)

(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:

- Customers with network configuration of less than four PVCs and less than 5,000 Kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which Customer fails to transmit in aggregate at least 5,000 Kiloframes of data;
- back-up PVCs;
- any month in which Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

(c) Service Delivery

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within 60 days, Carrier will migrate these PVCs that have not met the standard within that 60-day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay Service.

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600 Hidden Ridge, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.17 Frame Relay Service II (Continued)

C. Features (Continued)

2. Local Access Diversity

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access Point-of-Presence (POP). This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

D. Additional Terms and Conditions of Service

Frame Relay Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay Service is one year.

Customer must give Carrier 30 days prior written notice to terminate Frame Relay Service.

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- Customer must add a new port of PVC to existing network,
- Customer must upgrade the port speed of an existing network,
- Customer must increase the CIR on an existing port or PVC.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.17 Frame Relay II Service (Continued)****D. Additional Terms and Conditions of Service (Continued)**

In addition to meeting one of the conditions above, Customer must also renew their existing contract for a term equal to or greater than the original contract (i.e., if Customer is in year two of a three-year contract, Customer must sign another contract equal to three years or greater). If Customer does not qualify for an upgrade of service, when Customer's term commitment expires on an original contract, Customer may select a new payment period option at current Tariff rates.

Service is currently available between points in the continental U.S. and between points in Hawaii and the continental U.S. Facilities available for service between points in Hawaii and the continental U.S. are currently limited to port speeds up to a maximum of 256 Kbps.

3.5.18 Frame Relay III Service

This service is no longer available to new Customers.

(C)

A. General

Frame Relay III Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay III Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay III Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through Permanent Virtual Circuits (PVCs) which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

Rates are found in Section 4.25.

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PURSUANT TO 807 KAR 5.01
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

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by:

Director - Regulatory Affairs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.18 Frame Relay III Service (Continued)****B. Rate Elements**

There are four primary components to Frame Relay Service:

- Local Access Facility (dedicated)
- Frame Relay Port
- Permanent Virtual Circuit (PVC)
- Virtual NNI Port

1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.
2. Frame Relay Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.
3. Frame Relay PVC and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A CIR is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.18 Frame Relay III Service (Continued)****B. Rate Elements (Continued)****4. Virtual Network to Network Interface (NNI) Port**

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, Nonrecurring Charges (NRCs) and Monthly Recurring Charges (MRCs) for a NNI PVC and for the NNI ports will apply. The NNI PVC is available at a designated CIR. The Virtual NNI port must be large enough to accommodate the cumulative egress of all PVCs connected to the NNI. It will be at least as large as the sum of the CIRs for all PVCs connected to it and at least as large as the largest User to Network Interface (UNI) port connected to it.

C. Features**1. Service Standards**

Customer will receive a credit for downtime greater than 30 minutes for Frame Relay III Service. Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer-reported outage at a PVC level until Customer-accepted cleared outage report.

Carrier is committed to maintain a service delivery data rate of 98%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one MRC for the frame relay port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 2.

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SECRETARY OF THE COMMISSION

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.18 Frame Relay III Service (Continued)****C. Features (Continued)****1. Service Standards (Continued)**

- (a) Service delivery data rate is calculated as follows:

Rate = $TEK / (TIK - SDBBEK)$, where:

TIK is the Total Ingress Kiloframes. The total number of kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes. The total number of kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes. The number of total discarded kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If Customer burst is above BE, the data will be discarded at the entry level port.

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Stephan D. Bell
SECRETARY OF THE COMMISSION

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.18 Frame Relay III Service (Continued)****C. Features (Continued)****1. Service Standards (Continued)**

(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:

- Customers with network configuration of less than four PVCs and less than 5,000 kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which Customer fails to transmit in aggregate at least 5,000 kiloframes of data;
- back-up PVCs;
- any month in which Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

(c) Service Delivery

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within 60 days, Carrier will migrate these PVCs that have not met the standard within that 60 day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay III Service.

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SECRETARY OF THE COMMISSION

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.18 Frame Relay III Service (Continued)

C. Features (Continued)

2. Local Access Diversity

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access Point-of-Presence (POP). This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

(D)

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BY Charles L. Brown
EXECUTIVE DIRECTOR

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.18 Frame Relay III Service (Continued)****D. Additional Terms and Conditions of Service**

Frame Relay III Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay III Service is one year.

Customer must give Carrier 30-days prior written notice to terminate Frame Relay III Service.

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- Customer must add a new port or PVC to existing network,
- Customer must upgrade the port speed of an existing network,
- Customer must increase the CIR on an existing port or PVC.

In addition to meeting one of the conditions above, Customer must also renew their existing contract at current Tariff rates and current contract terms for a term equal to or greater than the remaining months on their original contract, (i.e., if Customer has 13 months remaining on their original contract, Customer must sign another contract equal to two years or greater).

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SECTION 9 (1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

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Verizon Select Services Inc.
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.19 1-800 Use the VZ Service** (T)

1-800 Use the VZ Service allows Customer to use Carrier's toll free dial-around service by using a Carrier provided 800 number. This service provides multilingual language access and may be used from payphones or any location. Charges may be billed in one of the following methods: calling card, collect, billed-to-third number, person-to-person, or most commercial credit cards. Service is available 24 hours a day, seven days a week. (T)

To access 1-800 Use the VZ Service, Customer must: (T)

- Dial the 800 number;
- Choose the desired language (English, Spanish or live operator has access to 12+ dialects);
- Inform the automated or live operator of the destination number and payment method, call is completed.

Rates are found in Section 4.22.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.20 Enterprise Connections Service****A. General**

Business Customers who generate total annual long distance charges of \$6,000 up to \$299,999 may enroll in this plan. This plan offers fixed rate voice grade service. All calling card calls will be rated on a fixed rate per-minute usage basis. Intrastate is an add-on to Carrier's interstate offering found in Federal Rate Schedule 3.

Customer must select a one, two, or three-year term commitment. Customer must commit to a minimum annual dollar amount of \$6,000, \$12,000, \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$180,000, \$240,000, or \$299,999 per year of the term commitment. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges and Monthly Recurring Charges (MRCs), including other usage and charges for Carrier's full range of regulated services, except for Voice Intelligent Network - Enhanced Toll Free Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.

Rates are found in Section 4.23.

B. Restrictions

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, pay station, residential lines, and lines with handicap discounts are not eligible for this plan.

Usage charges for operator assisted calls (0+, 0-), third number billed or collect calls will be counted toward Customer's minimum annual commitment only for Customer lines included in this plan. Customer must specify all lines to be included under this plan. Operator service charges (0-, 0+, third number billed and collect calls) and directory assistance calls will not be discounted, but are included in Customer's commitment level.

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BY Stephen D. Bell
SECRETARY OF THE COMMISSION

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.20 Enterprise Connections Service (Continued)****B. Restrictions (Continued)**

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on pricing that corresponds to a one-year term and a \$6,000 annual commitment level. The new rates will be effective on the first of the month following a 30-day grace period.

C. Rating of Calls

Calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six-second increments thereafter.

D. Rate Determination

Customer's fixed rates are determined by Customer's annual dollar commitment and the term of the agreement selected by Customer, and may include bundled offers available to Customer in this tariff or Carrier's Federal Rate Schedule 3. If eligible under Carrier's Promotion No. 9, set forth in Carrier's Federal Rate Schedule 3, Customer may obtain further discounts on its intrastate rates by combining Customer's annual spending with Carrier's affiliates for specified regulated and deregulated services. Such annual spending will not increase Customer's annual dollar commitment, but will make it eligible for rates corresponding to an increased annual dollar commitment. Computations of annual spending with Carrier's affiliates shall be done as set forth in Carrier's Promotion No. 9.

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E. Minimum Revenue Commitment

If Customer does not achieve the minimum annual commitment level selected, they will be assessed the incremental difference annually. For example, if Customer commits to \$24,000 annually and the actual long distance usage is \$20,000, Customer will be billed for the \$4,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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**8/19/2005
Effective: August 19, 2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By



Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.20 Enterprise Connections Service (Continued)****F. Early Termination Charges**

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under Customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater value is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

G. Local Access Facilities

Customer may arrange for local access facilities on its own, or may elect to have Carrier coordinate access arrangements. Access facilities arranged by Carrier will be billed to Customer at rates found by referring to Carrier's Federal Rate Schedule 3. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

H. Contract Liability Extension

If one of the first two conditions and the second and third provision exist, Carrier and Customer may agree to transition Customer to the next lower annual commitment level:

1. If after the ninth month in a one-year contract, Customer is not on schedule to reach their commitment level at the end of the 12 months; or, if after the 11th month in a two or three-year term contract, Customer is not on schedule to reach their commitment level at the end of the first year.
2. Customer must meet at least 75% of the original annual commitment level.
3. Customer must have an original annual commitment level no less than \$12,000.

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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Effective August 19, 2005
SECTION 9 (1)**

By 
Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.20 Enterprise Connections Service (Continued)****H. Contract Liability Extension**

Upon agreement by both Carrier and Customer, Customer's rates will be re-negotiated based on the new adjusted annual commitment level either before the 12th month anniversary date in a one-year contract or within 45 days after the 12th month anniversary date in a two or three-year term contract. This commitment term and volume will not be re-negotiated more than once in any consecutive 18-month period. In conjunction with this re-negotiation, Customer will be assessed five percent on the actual long distance usage billed for the subject year. For example, if Customer's original annual commitment was \$48,000 for a two-year term and Customer's actual long distance usage for the first 12 months is \$38,000, then Customer has the option to adjust the commitment level to \$36,000 for a new two-year term. However, Customer will be billed five percent of the \$38,000, which is \$1,900.

If Customer does not re-negotiate the commitment level, the original contract term remains in-place and the minimum annual revenue commitment stated in E., based on the original contract term, will be assessed.

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by:

Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 9 (1)**

By



Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.21 Simple Connections Service****A. General**

Business Customers who generate \$0 - \$5,999 per year in long distance charges can enroll in this service. Service is available for switched voice service only and offers fixed rates for both inbound and 1+ dialed outbound domestic calls. Calls that utilize Carrier's dial-around method are not eligible for Simple Connections. All calling card calls will be rated on a fixed rate per-minute usage basis. This service is an add-on to Carrier's interstate offering found in Federal Rate Schedule 3 and posted to Carrier's website at www.verizon.com/tariffs.

Toll-Free features are the same as defined in Carrier's Enterprise Connections Service offering and located in Carrier's Federal Rate Schedule 3. (N)
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Customer must select a month-to-month, one, two or three-year term plan, and must commit to a minimum revenue amount of up to \$5,999 per year. Eligible commitment revenue consists of Customer's total 1+ domestic usage, international outbound usage, ITFS usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs). VIN E800 and data usage is excluded.

Rates are found in Section 4.24.

B. Conditions/Restrictions

New business Customers and existing business Customers who have met all current contract requirements are eligible for this service. Service must be stand alone voice service. It cannot be combined with data services. Customers using this service will be eligible to participate in the PIC Fee Credit Promotion. No other promotions apply for this service.

Service provided over Wide Area Telephone Service (WATS) lines, payphones, residential lines, and lines with handicap discounts are not eligible for this plan.

Usage charges for Operator Assisted calls will be counted toward Customer's minimum annual commitment. Operator service charges (0-, 0+, Bill to Third Number, Collect calls and Directory Assistance calls) will not be discounted, but are included in Customer's commitment level.

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.21 Simple Connections Service (Continued)**

(T)

B. Conditions/Restrictions (Continued)

(N)

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on pricing that corresponds to a month-to-month term. The new rates will be effective on the first of the month following a 30-day grace period.

Customer can only choose month-to-month rates one time during their enrollment in Simple Connections and then upgrade to a term plan in a one-year period.

C. Rating of Calls

Calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six-second increments thereafter.

D. Minimum Revenue Commitment

If Customer does not achieve the minimum annual commitment level selected, they will be assessed the incremental difference annually. For example, if Customer commits to \$3,000 annually and the actual long distance usage is \$2,000, Customer will be billed for the \$1,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level. There will be no shortfall penalty imposed for Customers that sign up for the \$0 - \$2,999 level.

E. Early Termination Charges

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of greater value is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.22 Frame Relay IV Service**

(T)

A. General Description

(N)

Frame Relay IV Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay IV Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay IV Service delivers bandwidth-on-demand internetworking connections, providing port speeds to DS-3 with PVCs up to 22 Mbps. The service is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the Frame Relay network through ports. Connectivity to the Frame Relay network is provided through Permanent Virtual Circuits (PVCs) that provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

Frame Relay IV Service is offered to domestic locations where facilities are available, where operating conditions permit and where technically feasible. The service is available for use 24 hours a day, seven days a week. Service applications for locations exceeding 500 miles from existing domestic carrier facilities shall be addressed and priced on an Individual Case Basis (ICB).

B. Rate Elements

The complete service is provided through six service elements:

- Local Access Facility
- National Frame Relay UNI Port
- National Frame Relay NNI - NNI PVC
(NNI refers to a Network-to-Network Interface)
- National Frame Relay NNI - UNI PVC
(UNI refers to a User-to-Network Interface)
- National Frame Relay UNI - UNI PVC
- National Frame Relay NNI Port

1. Local Access Facility

Customers may access the Frame Relay network through 56 Kbps (DS-0), 1.536 Mbps (DS-1), or 44.736 Mbps (DS-3) digital facilities.

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Director - Regulatory Affairs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.22 Frame Relay IV Service (Continued)**

(T)

B. Rate Elements (Continued)

(N)

2. National Frame Relay UNI Port

The UNI Frame Relay port provides the physical connection between the local access facility and the Frame Relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each Frame Relay port, ranging from 56 Kbps to 45 Mbps. The sum of the individual PVC speeds cannot exceed three times the port speed (Oversubscription or Booking Factor: 300%). However, the port speed must be large enough to accommodate the cumulative demand for egress bandwidth of all PVCs connected to the port during any one-second-time interval.

3. National Frame Relay NNI Port

The NNI Frame Relay port provides the physical connection between a local Frame Relay network or existing Customer's LAN/WAN and the long distance network. Multiple PVCs can be assigned to an NNI port. Speeds for each Frame Relay NNI port range from 56 Kbps to DS-1.

4. National PVC

All three types of PVCs provide a logical dedicated communications path (circuit) between two interface ports. The type of interface at each end of the PVC defines the type of PVC (NNI-NNI, NNI-UNI, and UNI-UNI). PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

5. Committed Information Rate (CIR)

A CIR is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, a burst in the data rate above the average transmission rate, CIR, may be achieved up to the port capacity. Data sent across a virtual connection in excess of the PVC's CIR will be marked by the network as Discard Eligible (DE); the ingress switch will set the DE bit in the Frame Relay header. In event of network congestion, packets marked Discard Eligible will only be delivered if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

Rates are found in Section 4.25.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.22 Frame Relay IV Service (Continued)****C. Features****1. Service Standards**Service Level Objectives

Carrier's network is designed, provisioned, and managed to achieve the following service levels:

<u>Measurement</u>	<u>National Frame Relay IV Service</u>
Network Availability	99.95%
Mean Time to Repair (MTTR)	4 hours
Delay: Round-Trip/One Way	170 ms/85 ms

D. Additional Terms and Conditions of Service

Frame Relay IV Service is provided where facilities and operating conditions permit and where technically feasible. The Minimum Service Period for Frame Relay IV Service is one year.

Customer must give Carrier 30 days prior written notice to terminate Frame Relay IV Service.

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades the service. To qualify as an upgrade of service, one of the following conditions must apply:

- Customer must add a new port or PVC to existing network.
- Customer must upgrade the port speed on an existing network.
- Customer must increase the CIR on an existing port or PVC.

In addition to meeting one of the conditions above, Customer must also renew their existing contract at tariff rates and current contract terms for a term equal to or greater than the remaining months on their original contract, (e.g., if the Customer has 13 months remaining on their contract, Customer must sign another contract equal to two years or greater).

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PURSUANT TO 607 KAR 5-011
SECTION 5 (1)

BY Charles L. Smith
EXECUTIVE DIRECTOR

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by:

Director - Regulatory Affairs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.22 Frame Relay IV Service (Continued)

E. Service Level Agreements

1. Operational Service Level Agreements (SLAs). Operational SLAs are available for ATM Services where the Customer purchases at least five (5) PVCs.

- a. On-Time Provisioning.

On-Time Provisioning Measurement. Carrier agrees to complete installation of the PVC no later than the Firm Order Commitment (FOC) due date issued by Carrier plus twenty-four (24) hours. Carrier will issue a FOC date upon completion of its review of available required facilities and components. Completion of design and ordering related forms and documents (including but not limited to network design, configuration, and data gathering forms) must occur prior to providing the FOC date. This SLA shall not apply to orders where an expedited interval has been requested or for a disconnection orders.

On Time Provisioning Service Response Credits (SRCs). If Carrier fails to install a PVC within twenty-four (24) hours after the FOC date because of Carrier's sole fault, Carrier will provide an SRC equal to fifty percent (50%) of the associated Monthly Recurring Charge (MRC) for the month in which the due date is missed for the PVC. SRCs shall not be available if Carrier determines after the FOC date is issued that sufficient facilities are not available to provision the order, where special construction of facilities is required, or when the FOC date is missed because the local access service is not available. SRCs will not be available for missed FOC dates if the Customer provides inaccurate information on the order, revises the order or is not ready to accept the Service on the FOC date.

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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**PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By



Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.22 Frame Relay IV Service (Continued)**

(T)

E. Service Level Agreements, (Continued)

(N)

1. Operational Service Level Agreements (SLAs), (Continued)**b. Mean Time to Repair (MTTR)**

MTTR Measurement. Under the MTTR SLA, Carrier will measure the average Time to Repair (TTR) for Customer-reported interruptions in the Service with respect to PVCs provided herein ("Interruption"). Interruption means a condition that renders a PVC unavailable for use by Customer due to a fault caused by Carrier in the ATM network. To be measured under this SLA, Customer must report any Interruption to a Carrier-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by Carrier and the date and time when such ticket is closed by Carrier. In measuring the TTR, any stop clock time associated with the trouble shall be subtracted from such measurement. For purposes of this measurement stop clock time refers to a) periods when Customer testing is occurring; b) periods when Carrier is awaiting Customer authorization to commence work on a PVC; c) periods following a repair of a PVC when the ticket is held open by Customer to ensure the trouble is resolved; and d) any time period during which any of the occurrences listed in Section 3.5.22.E.3 (SLA Exclusions) existed. The SLA shall not apply to cases of trouble where no trouble was found or repeated cases of trouble for the same Interruption. It also does not apply to an Interruption related to the provisioning of a new PVC. The MTTR SLA shall be measured on a calendar month basis and shall be calculated by adding the TTR for all Interruptions and dividing that sum by the total number of trouble tickets opened for Interruptions for that Customer during that month.

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SECTION 9 (1)**

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Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.22 Frame Relay IV Service (Continued)**

(T)

E. Service Level Agreements, (Continued)

(N)

1. Operational Service Level Agreements (SLAs), (Continued)**b. Mean Time to Repair (MTTR) (Continued)**

MTTR SRCs. If the average MTTR for Interruptions for a calendar month exceeds four (4) hours but is less than eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) consecutive hours during such calendar month. If the average MTTR for Interruptions for a calendar month exceeds eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) but less than eight (8) consecutive hours, and a credit of one hundred percent (100%) of the MRC for any individual PVC that is unavailable for use for more than eight (8) consecutive hours.

c. Network Availability

Network Availability Measurement. Network Availability refers to the percentage of time during a calendar month that the Service is available for use by Customer. The Carrier threshold for Network Availability is 99.90%. Network Availability is calculated based upon the total number of minutes in a calendar month that Customer was actually in service divided by the total number of minutes in the month (1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs, less the number of minutes that the PVCs were interrupted during month, divided by the number of available minutes for the month, i.e. 1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs). Carrier will not round up the calculation to reach the 99.90% threshold. The Network Availability SLA is only available for outages reported by Customer by opening a trouble ticket with Carrier. An interruption for PVCs shall be computed, and be subject to the same restrictions and exclusions, as set forth in Section 3.5.22.E.1.b pertaining to Interruptions for MTTR.

Network Availability SRCs. If overall Network Availability is less than the threshold of 99.90% for a calendar month, Carrier will provide a credit equal to ten percent (10%) of the associated MRC for any individual PVC that did not meet such threshold during such calendar month.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 9 (1)**

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Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.22 Frame Relay IV Service (Continued)

(T)

E. Service Level Agreements, (Continued)

(N)

2. **Customer Consent:** To the extent necessary to measure Carrier's performance under the SLAs set forth herein, Customer consents to Carrier obtaining on Customer's behalf its trouble history with local carriers that provide the portion of the network covered by the SLAs.
3. **SLA Exclusions:** SLAs do not apply to the extent that any of the following reasons prevented or delayed Carrier's performance in meeting such SLAs:
 - a. The acts of Customer or other party authorized by Customer to use the Service, including but not limited to Customer's negligence, Customer's refusal to grant Carrier reasonable access to its premises for testing/repair, Customer's refusal to release the Service for testing and/or repair, Customer's maintenance activities or its rearrangement of the Service or where Customer has exceeded the purchased PVC bandwidth;
 - b. Service trouble caused by Customer's CPE or facilities on its side of the demarcation point or any power, equipment, service or systems not provided by Carrier;
 - c. Services that have been in service for less than a month (except for the SLA for On-Time Provisioning);
 - d. Scheduled maintenance and downtimes;
 - e. Unavailability of network monitoring or management equipment or reporting; or
 - f. Any other reason outside the control of Carrier.

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600 Hidden Ridge, 2nd Floor
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SECTION 9 (1)

By



Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.22 Frame Relay IV Service (Continued)

E. Service Level Agreements, (Continued)

4. Limitation on SRCs.:

Limitation on SRCs. The combined total of any SRCs applied to a Customer's ATM Service contracted herein or in other Carrier agreements may not exceed the following:

- a. For any calendar month, the total SRCs applied to an affected PVC may not exceed one hundred percent (100%) of the MRC billed to the Customer for such PVC for that month.
- b. For any calendar year, the total SRCs shall not exceed ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer for qualifying PVCs, or \$200,000 per Customer per ATM Service, whichever is less. For any calendar year in which the Customer had less than twelve (12) full months of revenue for qualifying PVCs in the prior calendar year, the SRCs may not exceed \$20,000 per Customer per ATM Service.
- c. To receive an SRC, Customer must request such SRC in writing within thirty (30) calendar days of the end of the SRC monitoring period. The request must include a list of all impacted PVC identification numbers and the type of SRC requested for each PVC.

(T)

(N)

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By



Executive Director

SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.23 Audio Conferencing Services**

**THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF
SEPTEMBER 1, 2006.**

(N)
(N)

A. Description of Service

Verizon Audio Conferencing service (the "Service") provides reservation-less and reservation-based voice conferencing capabilities and features. The Service is available 24 hours per day, year round. The Service may be accessed using either an assigned toll-free (Toll Free Access) or direct dial toll (Direct Dial Access) telephone number. Customers and conference participants using the Direct Dial Access number may access the Service using a carrier of their choice and shall be responsible for any rates billed by their selected carrier in addition to the Service rates set forth in this Schedule. The Service includes the following:

Access Now Service – a reservation-less conferencing service for up to forty (40) participants without operator involvement. Technical support is available upon request.

Event Meet Service – a reservation-based conferencing service that is available as Event Meet-Automated, Event Meet-Operator Assisted, and/or Event Meet-Premium Package. With Event Meet Service, an operator assists with scheduling, greeting, and/or connecting participants, and is available for conferencing support as needed. There is no minimum number of participants and the maximum number of participants is 5,000.

The capabilities and features of the Service are more fully described on Carrier's website and in the user guide.

B. Authorized Use

Customer may use the Service only for the purposes specified in this Schedule and shall be responsible for insuring that any participants or other persons that Customer allows to access the Service comply with the use authorized to Customer. The Service includes call transport only from locations where Carrier is presently authorized to provide service under its standard interexchange direct dialed and toll free service authority. Any calls to the Service's conference bridge locations that Carrier is not authorized to carry may be completed by the customer or conference participants using another carrier of their choosing, and such calls are not subject to the rates, terms, or conditions of this Agreement. The Customer or participant shall be responsible for any rates billed by such other carrier in addition to the Service rates that are set forth in this Schedule and will be billed to Customer.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)**3.5 Service Offerings (Continued)****3.5.23 Audio Conferencing Services (Continued)**

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF SEPTEMBER 1, 2006. (N)
(N)

C. Unauthorized Use

Carrier does not warrant or guarantee that it can prevent unauthorized use or misuse. Carrier shall not be liable for any damages, including but not limited to charges for service under this Schedule that Customer may incur as a result of the unauthorized use or misuse of the Service by Customer's employees, third parties, or the public. Customer shall remain responsible for such charges. Customer acknowledges that it may order features under the Service that record the conference. Customer is responsible for obtaining the consent of the participants on the call that is being recorded, agrees to comply with all applicable laws with respect to such recording and shall indemnify and hold Carrier harmless from any damages resulting from third party claims for invasion of privacy, breach of confidentiality or other claims of damages with respect to such recording.

D. Contract Term/Service Period

The Service as set forth in this Schedule shall be available to Customer following installation of the Service (if not previously installed) and Carrier's completion of all work necessary for the provision of the Service for the period agreed to by Customer and Carrier (the "Service Period"). The Service does not require installation on Customer premises. When the Service Period expires, Customer may continue to receive the Services under the terms and conditions of this Schedule or applicable contract provided that Carrier may charge its then-current standard rates as posted on Carrier's website or applicable tariffs. Any feature change or addition will be charged in accordance with the rates posted on Carrier's website or applicable tariffs.

E. Security And Use Of The Service**1. Security**

- (a) Customer agrees to be responsible for the security and proper use of all account codes and pass codes (if any) allocated by Carrier to allow the Customer to use the Service ("User IDs") and must take all necessary steps to ensure that User IDs are kept confidential, secure, used properly and not disclosed to unauthorized persons.
- (b) Customer will immediately inform Carrier if Customer believes that a User-ID has or is likely to become known to someone not authorized to use it or is being or is likely to be used in an unauthorized way.
- (c) Customer shall not change or attempt to change a User-ID. Customer agrees that if any of its users forgets or loses a User-ID, Customer shall contact Carrier, and satisfy such security checks as Carrier may require.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.23 Audio Conferencing Services (Continued)

**THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF
SEPTEMBER 1, 2006.**

(N)
(N)

E. Security And Use Of The Service (Continued)

1. Security (Continued)

- (d) Carrier reserves the right to suspend User ID access to the Service if at any time Carrier reasonably believes that there is or is likely to be a breach of security. Carrier also reserves the right (at its sole discretion) to require the Customer to change any or all of the pass codes used by the Customer in connection with the Service.
- (e) Customer agrees to immediately inform Carrier of any changes to the information the Customer supplied when registering for the Service.
- (f) Customer agrees to keep in force any license necessary for the Customer to use the Service in any country in which it is provided.

2. Use of the Service

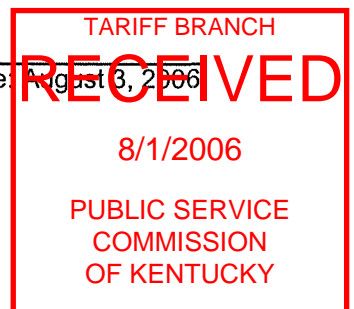
- (a) The Service is provided solely for the Customer's own use. Customer shall not resell or attempt to resell the Service or any part of it to any third party unless with the prior written agreement of Carrier.
- (b) Customer shall not use the Service in any way that does not comply with the terms of any law, regulation, or license applicable to the Customer or that is in any way fraudulent or unlawful.
- (c) Customer agrees to access the Service only in the manner permitted by Carrier (and/or its underlying supplier) and not attempt at any time to circumvent system security or access the source software or compiled code.

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600 Hidden Ridge, 2nd Floor
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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.23 Audio Conferencing Services (Continued)

**THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF
SEPTEMBER 1, 2006.**

(N)
(N)

E. Security And Use Of The Service (Continued)

2. Use of the Service (Continued)

(d) Customer agrees not to:

- i. use the Service in any way that does not comply with any instructions given by Carrier or any other public telecommunications operator or other competent authority, in any country where the Services are provided.
- ii. Communicate, send, knowingly receive, upload, download, use, or re-use any information or material which is abusive, indecent, defamatory, obscene, or menacing, or in breach of confidentiality, copyright, privacy, or other applicable rights or law.
- iii. Communicate, send or provide unsolicited advertising or promotional material, or knowingly receive responses to any unsolicited advertising or promotional material sent or provided using the Services by any third party.

(e) If the Customer or anyone else, with or without the Customer's knowledge or approval, i) uses the Services in contravention of this Schedule or applicable agreement, or ii) uses the bridge, server capacity or any software or hardware made available to it in any way which, in Carrier's opinion, is, or is likely to be, detrimental to the provision of the Services to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from Carrier to do so, Carrier may suspend or terminate the Service and Customer shall remain liable for payment of all applicable charges.

(f) Customer agrees that the Customer is responsible for the acts and omissions of all users of Customer's conferencing account(s) in connection with the Services and is liable for any failure by such users to comply.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

3.5.23 Audio Conferencing Services (Continued)

**THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF
SEPTEMBER 1, 2006.**

(N)

(N)

E. Security And Use Of The Service (Continued)

2. Use of the Service (Continued)

- (g) Customer agrees to provide advance notice to all participants if the Customer chooses to use the Recording feature of this Service and to obtain any consents required by law.
- (h) Customer shall indemnify and hold Carrier and any third party suppliers of the Service harmless from any claims or damages resulting from any failure by Customer to comply with its obligations under this Section 3.5.23.

3. Carrier may:

- (a) for operational reasons, change codes or numbers used by Carrier to provide Services or vary the technical specification of the Services, provided that any change to the technical specification does not materially affect the performance of the Services;
- (b) give the Customer instructions which it believes are necessary for reasons of safety or the quality of the Services provided herein by Carrier; or
- (c) temporarily suspend the Services to Customer for operational reasons such as maintenance or to change the number of participants at Customer direction or due to an emergency.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038



SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.5 Service Offerings (Continued)

Reserved for Future Use

(T)

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BY: Stephan D. Bell
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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

2 Section 4 – Section 5

SECTION 4 - RATES AND CHARGES

4.1 General

- 4.1.1 Conversation minutes are billed in increments of one full minute following the initial period (i.e., the minimum billing period) unless otherwise provided in this Tariff.
- 4.1.2 Customer shall be charged a flat rate per minute for each call, regardless of the originating or terminating locations within the state. The flat rate shall vary by type of service.
- 4.1.3 There are no installation charges or other nonrecurring charges for these services.
- 4.1.4 Reserved for future use.
- 4.1.5 Reserved for future use.
- 4.1.6 Reserved for future use.

(D)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.2 LDMTS Rates and Charges**

(T)

A. Customer Dialed Direct Station-to-Station

(M)

1. Residential

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial Minute</u>	<u>Each Add'l Minute</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.23	\$.23	\$.14	\$.14
IntraLATA	.15	.15	.09	.09

2. Business

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial Minute</u>	<u>Each Add'l Minute</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.23	\$.23	\$.14	\$.14
IntraLATA	.1983	.1983	.10	.10

B. Customer Dialed Calling Card Station-to-Station

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial Minute</u>	<u>Each Add'l Minute</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.26	\$.26	\$.16	\$.16
IntraLATA	.23	.23	.12	.12

C. Operator Assisted: Station-to-Station/Calling Card/Person-to-Person

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial Minute</u>	<u>Each Add'l Minute</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.28	\$.28	\$.18	\$.18
IntraLATA	.28	.28	.18	.18

(M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

4.3 Rate Period Table - Intrastate LDMTS Service

(T)

Rate Application Periods*

Mon	Tues	Wed	Thur	Fri	Sat	Sun														
<table border="1"> <tr> <td>7:00 AM to but not including 7:00 PM</td><td colspan="6">Peak Rates</td></tr> <tr> <td>7:00 PM to but not including 7:00 AM</td><td colspan="6">Off-Peak Rates</td></tr> </table>							7:00 AM to but not including 7:00 PM	Peak Rates						7:00 PM to but not including 7:00 AM	Off-Peak Rates					
7:00 AM to but not including 7:00 PM	Peak Rates																			
7:00 PM to but not including 7:00 AM	Off-Peak Rates																			

* In cases where a message begins in one rate period and ends in another, the charge for the portion of the message within each rate period will be the charge for the whole minute in effect for that rate period.

(D)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.4 Service Charges and Surcharges**

	<u>Per Call</u>	(T) (M)
A. Calling Card	\$.80	
B. Operator Assisted Station-to-Station, Collect, Bill to Third Party	3.45	
C. Operator Assisted Person-to-Person	6.50	
D. Operator Dialed Surcharge	1.15	
E. Operator Assisted Calling Card Call Completion Station-to-Station	2.45	
F. Inmate Surcharge	1.50	
G. Payphone Compensation	.24	(M)

4.5 Directory Assistance Service Calls

Per Call	.95	(M)
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Directory Assistance Call Completion Service

Per Call	.50	
Per Minute	per Customer's plan rate or \$.18	(M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.6 Voice Intelligent Network - Enhanced Toll Free Service**

(T)

4.6.1 Enhanced Routing

(N)

Enhanced Routing features for any toll free number are ordered as part of an Enhanced Routing Plan. All features require a minimum of one routing plan per toll free number. Nonrecurring Charges (NRCs) are billed per toll free number, per feature installed. Monthly Recurring Charges (MRCs) are billed per toll free number.

The Enhanced Routing features that may be combined in any routing plan are Area Code Routing, Time of Day Routing, Day of Week Routing, Day of the Year Routing, and Call Allocation. Command Routing is available to Enhanced Routing Customers with more than one routing plan for any Enhanced Routing toll free number.

A. Minutes of Use/Monthly Charges Rate Plan

	<u>Dedicated</u>	<u>Switched</u>
Per Minute	\$.0948	\$.1650
MRC	N/A	5.00

B. For each Enhanced Routing toll free number, the following charges apply for routing plans:

<u>Per Enhanced Routing Toll Free Number</u>	<u>MRC</u>
1 - 3 Routing Plans	-
4 - 12 Routing Plans	\$325.00
13 - 99 Routing Plans	575.00

C. The following charges apply for installations or changes of the Enhanced Routing features in a routing plan:

<u>Per Enhanced Routing Toll Free Number</u>	<u>NRC</u>	<u>Per Call Rate</u>	<u>Feature Change Charge</u>
Area Code Control	\$100.00	-	\$100.00
Area Code Routing, per feature	100.00	-	100.00
Area Code/Exchange Control (per area code routed at exchange level)	100.00	-	100.00

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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.6 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****4.6.1 Enhanced Routing (Continued)**

- C. The following charges apply for installations or changes of the Enhanced Routing features in a routing plan (Continued):

<u>Per Enhanced Routing Toll Free Number</u>	<u>NRC</u>	<u>Per Call Rate</u>	<u>Feature Change Charge</u>
Area Code/Exchange Routing (per area code routed at exchange level)	\$100.00	-	\$100.00
Time of Day Routing, per feature	100.00	-	100.00
Day of Week Routing, per feature	100.00	-	100.00
Day of Year Routing, per feature	100.00	-	100.00
Call Allocation, per feature	100.00	-	100.00
Route Choice	-	-	-
Dialed Number Identification Service*, per trunk group	325.00	-	-
In-Band Real Time ANI, each	125.00	\$.02	-
Out of Band Real Time ANI, each	250.00	.02	-
On-Net Route Advance	-	-	-
Command Routing Per Activation of Routing Set	25.00	-	-
		<u>Per Minute</u>	
Off-Net Route Advance	-	\$.13	-

* Available with dedicated access only.

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SECTION 4 - RATES AND CHARGES (Continued)**4.6 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****4.6.1 Enhanced Routing (Continued)**

Once an Enhanced Routing feature is installed in a routing plan, it may be used in another plan without installation charge if it is reused unchanged. Any changes required to a feature in any routing plan will incur a change charge.

Command Routing is available to any Enhanced Routing toll free number with more than one Enhanced Routing Plan. Routing plans must be loaded in Carrier's network before they can be activated by Command Routing. Any Enhanced Routing toll free number may have up to 99 routing plans.

4.6.2 Interactive Toll Free**A. Surcharge Features**Per Call

\$.16

The features are:

Base Surcharge

Call Referral
Busy/Ring-No-Answer Treatment
Database Routing
Back to Menu
Caller Transfer
Menu/Message Replay

Security Codes
Validated Caller-Entered Codes

(D)

(D)

(D)

Any of the features listed above can be selected and are included in:

<u>Initial NRC</u>	<u>MRC</u>
\$750.00	\$100.00

Change charge for adding and deleting features - \$225.00 per feature

SECTION 4 - RATES AND CHARGES (Continued)**4.6 Voice Intelligent Network - Enhanced Toll Free Service (Continued)****4.6.2 Interactive Toll Free (Continued)****B. Nonrecurring and Monthly Charges**

	<u>NRC</u>	<u>MRC</u>	
Building Block, per program**	\$375.00	-	(M)
Carrier-Provided Voicing (per hour of recording)	100.00	-	(T)
Loading Voice From Tape (per hour of recording)	100.00	-	
Script Translations (per hour of recording)	150.00	-	
On-Net Route Advance		\$ 32.00	
Off-Net Route Advance	-	45.50	
Speed Dial, Database Routing, Validated Security Codes, and/or Validated Caller-Entered Codes Installation	-	-	
Voice Slot Storage Charge (per 30-second slot)	-	50.00*	
Agent Transfer Speed Dial Storage			
1-15 Speed Dial Codes	-	.00	
16-500 Speed Dial Codes	-	200.00	
501-1000 Speed Dial Codes	-	400.00	
1001-3000 Speed Dial Codes	-	700.00	
Agent Transfer Direct/Consult and Transfer	1,000.00	-	
Agent Transfer 3-Way Conference	1,250.00	-	

* If Customer needs more than a 30-second slot, additional slots will cost \$50.00 each. Each change will incur an \$225.00 change charge fee.

**Applicable with Agent Transfer, Agent Transfer with Speed-Dial, Caller Transfer, Database Routing, Busy/Ring-No-Answer Announcement, Call Referral, Security Codes, Time/Day Variable Program, Message Announcement, En Route Message, Caller Entered Codes, Back to Menu, Message/Menu Replay.

(M)(C)
|
|
(M)(C)

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600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)**4.6 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

(T)

4.6.2 Interactive Toll Free (Continued)

(N)

C. ReportsPer IVR ReportNRCMRC

Management Reports	\$150.00	-
Marketing Reports	150.00	-
Raw Data Reports	150.00	-
Monthly Reports	-	\$150.00
Weekly Reports	-	200.00

Per Other Reports

Area Code (NPA) Report	100.00	-
Call Duration Summary	100.00	-
Call Summary by Hour	100.00	-
Near Real Time CDR Tool	100.00	-
Non-Summarized CDRs	100.00	-
NPA-NXX Report	100.00	-
Status Code Summary	100.00	-
Monthly Reports	-	35.00
Weekly Reports	-	50.00

4.6.3 Other Charges**A. Expedite Charges**

If Customer requests that an order for IVR be expedited, a \$475.00 charge will apply. Customer can also expedite orders for domestic dedicated circuits of DS3 or lower bandwidths for a charge of \$500.00.

B. There is a \$25.00 NRC for each toll free number.**C. Toll Free Directory Listing (up to three listings)**

\$20.00 each
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SECTION 4 - RATES AND CHARGES (Continued)**4.6 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

(T)

4.6.4 Discount Plan

(N)

The following table can only be applied to minutes of use.

<u>Annual Commitment Usage</u>	<u>Discount Amount One-Year Term</u>	<u>Discount Amount Two-Year Term</u>	<u>Discount Amount Three-Year Term</u>
\$120,000	2%	3%	5%
240,000	3%	5%	10%
360,000	5%	10%	15%
480,000	10%	15%	20%
720,000	15%	20%	25%
960,000	20%	25%	30%

Total contract based on monthly usage and term commitment.

4.6.5 Other Discounts**Installation Waiver**

For new or existing Customers that commit to a two or more year term, Carrier may give a credit up to \$2,000 for NRCs for the life of the contract. If Customer terminates a term agreement within two years after installation of service, Customer may be assessed the full amount of the credit for waived charges as well as any early termination charges per this Tariff for the applicable service.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

4.7 Digital Private Line Service

(T)

This service is no longer available to new Customers.

(M)

Rates for Digital Private Line Service are based on mileage between Carrier's Points-of-Presence (POPs) and on bandwidth. Mileage calculation follows the formula in Section 2.16 above. A complete private line circuit includes the following elements.

(T)

(M)

Inter Office Channel - POP to POP transport.

Local Access Facilities - access line on both the originating and terminating ends of the circuit.

Central Office Connection - on both the originating and terminating ends of the circuit.

Access Coordination Fee - on both the originating and terminating ends of the circuit.

(M)

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600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)**4.7 Digital Private Line Service (Continued)**

(T)

4.7.1 Inter Office Channel

(T)

Charges include a NRC, a MRC, and a monthly per-mile rate.

(M)

<u>Service Type</u>	<u>NRC</u>	<u>MRC</u>	<u>Per Mile Rate</u>
DS-0	\$ 100.00	\$ 305.00	\$.26
DS-1	500.00	2,900.00	3.60
DS-3	1,000.00	16,500.00	45.00

(M)

4.7.2 Local Access Facilities

(T)

Carrier will coordinate access arrangements for Customer. Access facilities arranged by Carrier will be billed to Customer at the rates found by referring to Carrier's Federal Rate Schedule 3. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

(M)

(M)

4.7.3 Central Office Connection

(T)

Central office connection charges apply on both the originating and terminating ends of a circuit, and are determined based on the type of access interconnected. The central office connection charge includes both a NRC and a MRC.

(M)

<u>Service Type</u>	<u>NRC (per end)</u>	<u>MRC (per end)</u>
DS-0	\$200.00	\$ 20.00
DS-1	300.00	200.00
DS-3	500.00	490.00

(M)

4.7.4 Access Coordination Fee

(T)

Access coordination charges apply on both the originating and terminating ends of the circuit. The access coordination charge includes both a NRC and a MRC.

(M)

<u>Service Type</u>	<u>NRC (per end)</u>	<u>MRC (per end)</u>
DS-0	\$ 200.00	\$ 29.00
DS-1	205.00	75.00
DS-3	2,200.00	120.00

(M)

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SECTION 4 - RATES AND CHARGES (Continued)**4.7 Digital Private Line Service (Continued)****4.7.5 Discount Plans**

Carrier offers discounts based on the term of Customer's commitment to Carrier's service and based on Customer's total MRC volume of services ordered. To determine the applicable discount, add the MRCs (both fixed and mileage sensitive) for all four elements of all circuits ordered by Customer. Then, see the following tables to determine the minimum monthly revenue commitment level for Customer. Depending on the length of the term Customer has selected, the percentage discount will be applied to the Inter Office Channel (IOC) charges, by circuit type. For example, if Customer orders a DS-1 and a DS-3, totaling \$19,000 in MRCs, for a one-year term, the discount on the IOC portion of the DS-1 circuit will be 34%, and the discount on the inter office channel portion of the DS-3 will be 13%.

A. DS-0 Term Plans

<u>Min. Monthly Revenue Commitment</u>	<u>One-Year</u>	<u>Two-Year</u>	<u>Three-Year</u>
\$2,000	7%	10%	12%
5,000	7%	10%	12%
10,000	7%	10%	12%
25,000	7%	10%	13%
50,000	7%	10%	14%
75,000	7%	10%	15%
100,000	8%	11%	16%
200,000	9%	12%	17%
350,000	10%	13%	18%
500,000	10%	13%	18%

B. DS-1 Term Plans

<u>Min. Monthly Revenue Commitment</u>	<u>One-Year</u>	<u>Two-Year</u>	<u>Three-Year</u>
\$2,000	15%	17%	21%
5,000	23%	28%	35%
10,000	34%	36%	38%
25,000	36%	37%	40%
50,000	38%	40%	45%
75,000	41%	42%	47%
100,000	44%	45%	49%
200,000	47%	48%	51%
350,000	48%	49%	52%
500,000	49%	50%	53%
750,001+	50%	51%	56%

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SECTION 4 - RATES AND CHARGES (Continued)**4.7 Digital Private Line Service (Continued)**

(T)

4.7.5 Discount Plans (Continued)

(T)

C. DS-3 Term Plans

(M)

<u>Min. Monthly Revenue Commitment</u>	<u>One-Year</u>	<u>Two-Year</u>	<u>Three-Year</u>
\$2,000	1%	2%	6%
5,000	2%	7%	11%
10,000	13%	14%	15%
25,000	15%	16%	17%
50,000	17%	18%	19%
75,000	18%	19%	20%
100,000	19%	21%	22%
200,000	21%	23%	24%
350,000	25%	27%	28%
500,000	32%	35%	38%
750,001+	33%	36%	39%

(M)

4.7.6 Additional Features

(T)

A. Multiplexing

(M)

Carrier's DS-1 multiplexing feature allows customers to derive up to 24 channels on a DS-1 facility. This feature is offered where facilities exist. Customer must provide compatible customer premises equipment. The NRC applies for each DS-1. Digital channels derived at the central office may be connected to another digital service at the same central office.

(M)

(T)

(M)

<u>Service</u>	<u>NRC</u>	<u>MRC</u>
DS-1 Multiplexing	\$1,000.00	1,095.00

(M)

B. If Customer requests that an order for DS-0 or DS-1 service be expedited, a charge of \$750.00 will apply.

(T)

(M)

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service**

(T)

4.8.1 Large Business Voice I Service

(T)

This service is no longer available to new Customers.

(M)

A. Switched Access Service - Rate Per Minute**TERM OF COMMITMENT (YEARS)****Annual Revenue
Commitment**

	1	2	3	4	5	
\$24,000						(M)
InterLATA	\$.135	\$.134	\$.132	\$.131	\$.130	(T)
IntraLATA	.135	.134	.132	.131	.130	(T)
Toll-Free	.141	.140	.138	.137	.135	(T)
\$36,000						(M)
InterLATA	.132	.131	.130	.128	.127	(T)
IntraLATA	.132	.131	.130	.128	.127	(T)
Toll-Free	.138	.137	.135	.134	.132	(T)
\$48,000						(M)
InterLATA	.130	.128	.127	.125	.124	(T)
IntraLATA	.130	.128	.127	.125	.124	(T)
Toll-Free	.135	.134	.132	.131	.129	(T)
\$60,000						(M)
InterLATA	.127	.125	.124	.122	.121	(T)
IntraLATA	.127	.125	.124	.122	.121	(T)
Toll-Free	.132	.131	.129	.128	.126	(T)
\$84,000						(M)
InterLATA	.122	.121	.120	.118	.117	(T)
IntraLATA	.122	.121	.120	.118	.117	(T)
Toll-Free	.128	.126	.125	.123	.122	(T)

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SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)**

(T)

4.8.1 Large Business Voice I Service (Continued)

(T)

A. Switched Access Service - Rate Per Minute (Continued)

(M)

TERM OF COMMITMENT (YEARS)**Annual Revenue
Commitment**

	1	2	3	4	5	
\$120,000						(M)
InterLATA	\$.121	\$.120	\$.118	\$.117	\$.115	(T)
IntraLATA	.121	.120	.118	.117	.115	(T)
Toll-Free	.126	.125	.123	.122	.120	(T)
\$240,000						(M)
InterLATA	.120	.118	.117	.115	.114	(T)
IntraLATA	.120	.118	.117	.115	.114	(T)
Toll-Free	.125	.123	.122	.120	.119	(T)
\$360,000						(M)
InterLATA	.118	.117	.115	.114	.112	(T)
IntraLATA	.118	.117	.115	.114	.112	(T)
Toll-Free	.123	.122	.120	.119	.117	(T)

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SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)**

(T)

4.8.1 Large Business Voice I Service (Continued)

(T)

B. Dedicated Access Service - Rate Per Minute

(M)

TERM OF COMMITMENT (YEARS)**Annual Revenue
Commitment**

	1	2	3	4	5	
\$24,000						
InterLATA	\$.094	\$.093	\$.092	\$.091	\$.090	(M)
IntraLATA	.094	.093	.092	.091	.090	(T)
Toll-Free	.108	.107	.106	.105	.104	(T)
\$36,000						(M)
InterLATA	.092	.091	.090	.089	.088	(T)
IntraLATA	.092	.091	.090	.089	.088	(T)
Toll-Free	.106	.105	.104	.102	.101	(T)
\$48,000						(M)
InterLATA	.090	.089	.088	.087	.086	(T)
IntraLATA	.090	.089	.088	.087	.086	(T)
Toll-Free	.104	.102	.101	.100	.099	(T)
\$60,000						(M)
InterLATA	.088	.087	.086	.085	.084	(T)
IntraLATA	.088	.087	.086	.085	.084	(T)
Toll-Free	.101	.100	.099	.098	.097	(T)
\$84,000						
InterLATA	.084	.083	.082	.081	.080	(T)
IntraLATA	.084	.083	.082	.081	.080	(T)
Toll-Free	.097	.095	.094	.093	.092	(T)

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Verizon Select Services Inc.
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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)** (T)**4.8.1 Large Business Voice I Service (Continued)** (T)**B. Dedicated Access Service - Rate Per Minute (Continued)** (M)

Annual Revenue Commitment	<u>TERM OF COMMITMENT (YEARS)</u>					
	1	2	3	4	5	
\$120,000						
InterLATA	\$.083	\$.082	\$.081	\$.08	\$.079	(M)
IntraLATA	.083	.082	.081	.08	.079	(T)
Toll-Free	.095	.094	.093	.092	.091	(T)
\$240,000						(M)
InterLATA	.082	.081	.08	.079	.078	(T)
IntraLATA	.082	.081	.08	.079	.078	(T)
Toll-Free	.094	.093	.092	.091	.09	(T)
\$360,000						(M)
InterLATA	.079	.078	.077	.076	.075	(T)
IntraLATA	.079	.078	.077	.076	.075	(T)
Toll-Free	.091	.09	.089	.087	.086	(T)

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)****4.8.2 Large Business Voice II Service**

This service is no longer available to new Customers, effective August 1, 2002.

(C)

A. Switched Access Service - Rate Per Minute**TERM OF COMMITMENT (YEARS)****Annual Revenue
Commitment****1****2****3****\$24,000**

InterLATA

\$.118

\$.106

\$.100

IntraLATA

.118

.106

.100

Toll-Free

.122

.110

.104

\$36,000

InterLATA

.117

.105

.099

IntraLATA

.117

.105

.099

Toll-Free

.121

.109

.103

\$48,000

InterLATA

.116

.104

.099

IntraLATA

.116

.104

.099

Toll-Free

.120

.108

.103

\$60,000

InterLATA

.114

.103

.097

IntraLATA

.114

.103

.097

Toll-Free

.118

.107

.101

\$84,000

InterLATA

.113

.102

.096

IntraLATA

.113

.102

.096

Toll-Free

.117

.106

.100

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600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)**

(T)

4.8.2 Large Business Voice II Service (Continued)

(T)

A. Switched Access Service - Rate Per Minute (Continued)

(M)

TERM OF COMMITMENT (YEARS)**Annual Revenue
Commitment****1****2****3****\$120,000**

InterLATA

\$.112

\$.101

\$.095

IntraLATA

.112

.101

.095

Toll-Free

.116

.105

.099

\$180,000

InterLATA

.110

.099

.094

IntraLATA

.110

.099

.094

Toll-Free

.114

.103

.098

\$240,000

InterLATA

.109

.098

.093

IntraLATA

.109

.098

.093

Toll-Free

.113

.102

.097

\$300,000

InterLATA

.107

.096

.091

IntraLATA

.107

.096

.091

Toll-Free

.111

.100

.095

\$360,000

InterLATA

.106

.095

.090

IntraLATA

.106

.095

.090

Toll-Free

.110

.099

.094

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SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)**

(T)

4.8.2 Large Business Voice II Service (Continued)

(T)

B. Dedicated Access Service - Rate Per Minute

(M)

TERM OF COMMITMENT (YEARS)**Annual Revenue
Commitment**

	1	2	3
\$24,000			
InterLATA	\$.082	\$.074	\$.070
IntraLATA	.082	.074	.070
Toll-Free	.086	.078	.074
\$36,000			
InterLATA	.081	.073	.069
IntraLATA	.081	.073	.069
Toll-Free	.085	.077	.073
\$48,000			
InterLATA	.080	.072	.068
IntraLATA	.080	.072	.068
Toll-Free	.084	.076	.072
\$60,000			
InterLATA	.078	.070	.066
IntraLATA	.078	.070	.066
Toll-Free	.082	.074	.070
\$84,000			
InterLATA	.077	.069	.065
IntraLATA	.077	.069	.065
Toll-Free	.081	.073	.069

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)**

(T)

4.8.2 Large Business Voice II Service (Continued)

(T)

B. Dedicated Access Service - Rate Per Minute (Continued)

(M)

TERM OF COMMITMENT (YEARS)**Annual Revenue
Commitment****1****2****3****\$120,000**

InterLATA

\$.076

\$.068

\$.065

IntraLATA

.076

.068

.065

Toll-Free

.080

.072

.069

\$180,000

InterLATA

.075

.068

.064

IntraLATA

.075

.068

.064

Toll-Free

.079

.072

.068

\$240,000

InterLATA

.073

.066

.062

IntraLATA

.073

.066

.062

Toll-Free

.077

.070

.066

\$300,000

InterLATA

.072

.065

.061

IntraLATA

.072

.065

.061

Toll-Free

.076

.069

.065

\$360,000

InterLATA

.071

.064

.060

IntraLATA

.071

.064

.060

Toll-Free

.075

.068

.064

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SECRETARY OF THE COMMISSION

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.8 Large Business Voice Service (Continued)**

(T)

4.8.3 Service Charges and Surcharges

(T)

	<u>Per Call</u>	
A. Calling Card	\$.40	(M)
B. Operator Assisted Station-to-Station	3.45	
C. Operator Assisted Person-to-Person	6.50	
D. Operator Dialed Surcharge	1.00	
E. Operator Assisted Calling Card Call Completion Station-to-Station	2.45	
F. Directory Assistance	1.10	
G. Payphone Compensation	.30	(M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.9 10K Flat Rate Connections Service** (T)

This service is no longer available to new Customers. (M)

	<u>Term Commitment</u>			
	<u>1-Year</u>	<u>2-Year</u>	<u>3-Year</u>	
Per Minute Rate	\$.12	\$.11	\$.10	(M)

4.10 Service Combination Packages (T)**4.10.1 Subscriber Line Charge, Mandated Surcharges** - These charges, mandated by the FCC, will be passed through to Customer. (T) (M)**4.10.2 Service Combination Packages Rates - Residential** (T)

This service is no longer available to new Customers. (M)

A. General - Customers subscribing to residential services offered by Carrier pursuant to Tariff No. 2 are eligible for the rates in this section. Outbound MTS calls in a particular package, as well as the additional usage are only those Direct Dialed calls placed over lines presubscribed to Carrier for interLATA calls and for Direct Dialed calls placed over lines presubscribed to Carrier or resold for intraLATA calls. Calls are billed in one-minute increments.

B. Outbound Rates - Service Combination Packages**1. Service Combination Package A**

Add'l Minutes, after initial 60

Per Minute Rate
\$.14**2. Service Combination Package B**

Add'l Minutes, after initial 100

Per Minute Rate
\$.14**3. Service Combination Package C**

Add'l Minutes, after initial 200

Per Minute Rate
\$.13**4. Service Combination Package D**

Add'l Minutes, after initial 400

PUBLIC SERVICE COMMISSION
Per Minute Rate
\$.13 EFFECTIVE

(M)

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.10 Service Combination Packages (Continued)**

(T)

4.10.2 Service Combination Packages Rates - Residential (Continued)

(T)

B. Outbound Rates - Service Combination Packages

(M)

5. Service Combination Package E

Add'l Minutes, after initial 650

Per Minute Rate

\$.13

6. Service Combination Package F

Add'l Minutes, after initial 900

Per Minute Rate

\$.12

C. Outbound Rates - Basic Flat Rate Service and ISDN ServicePer Minute Rate

\$.16

D. Inbound Rates - Residential ServicePer Minute Rate

\$.25

E. Calling Card Rates - Residential Service

Per Minute Rate

\$.25

Per Call Surcharge

.40

Conference Call, per leg

3.00

(See Section 3.5 for description)

F. Operator Handled Rates - Residential ServiceOperator Assisted Station-to-Station
InterLATAPer Call Surcharge

\$3.45

Per Minute Rate

\$.25

Operator Assisted Person-to-Person
InterLATA

6.50

.25

Operator Assisted Calling Card Call
Completion Station-to-Station

2.45

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(M)

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.10 Service Combination Packages (Continued)** (T)**4.10.2 Service Combination Packages Rates - Residential (Continued)** (T)

G.	Payphone Compensation Surcharge	.30	N/A	(M)
H.	Directory Assistance			
	DA	1.10	N/A	
	DACC	N/A	per Customer's plan rate	(M)

4.10.3 Service Combination Packages - Business (T)

This service is no longer available to new Customers. (M)

A. General

Customers subscribing to Carrier's local business services are eligible for the rates in this Section. MTS calls in a particular package, as well as the additional usage are:

1. only those Direct Dialed calls placed over lines presubscribed to Carrier,
2. all inbound calls,
3. Calling Card and Operator-handled calls. Calls are billed in six-second increments, following an 18-second initial increment.

Customers terminating a term plan for another of Carrier's services in order to subscribe to a Service Combination Package will not incur early termination charges.

B. Rates - Service Combination Packages

Per Minute Rate	\$.12
Conference Call - per leg	3.00
(See Section 3.5 for description.)	

(M)

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.10 Service Combination Packages (Continued)**

(T)

4.10.3 Service Combination Packages - Business (Continued)

(T)

C. Rates - Standard and ISDN Services

(M)

Per Minute Rate

\$.19

D. Rates - Inbound Service - Service Combination Packages and Standard ServicePer Minute Rate

Standard Service

\$.19

Service Combination Package

.14

E. Surcharges - Service Combination Packages and Standard Service - Rates are in addition to per minute rates. Charge is per call.

Operator Assisted Station-to-Station

\$3.45

Operator Assisted Person-to-Person

6.50

Calling Card

.80

Operator Assisted Calling Card Call Completion Station-to-Station

2.45

Payphone Compensation Surcharge

.30

F. Directory AssistancePer CallPer Minute

DA

\$1.10

N/A

DACC

N/A

per Customer's
plan rate

(M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.11 5K Flat Rate Connections Service**

This service is no longer available to new Customers.

Per Minute Rate \$.10

4.12 Calling Card Options - Conference Calling

Per Leg Charge \$3.00

Per minute charges apply in accordance with LDMTS rates.

4.13 Great Connections Service

This service is no longer available to new Customers.

(C)

Per Minute \$.09

4.14 Calling Card Flat Rate Plan

All Rate Periods	\$.30 per minute
Surcharge Per Operator Assisted Call	2.50
Surcharge Per Directory Assistance Call	1.00
Surcharge Per Conference Calling Leg	3.00
Payphone Surcharge Compensation Per Call	.30

4.15 Calling Card Surcharge-Based Plan

Peak Calling Time Period	\$.20 per minute
Off Peak Calling Time Period	.09 per minute
Connection Fee Per Completed Call	.80
Surcharge Per Operator Assisted Call	2.50
Surcharge Per Directory Assistance Call	1.00
Surcharge Per Conference Calling Leg	3.00
Payphone Surcharge Compensation Per Call	.30

4.16 Visa Calling Card Plan

Peak Calling Time Period	\$.15 per minute
Off Peak Calling Time Period	.05 per minute
Connection Fee Per Completed Call	.30
Operator Assisted Surcharge Per Call	2.50
Directory Assistance Surcharge Per Call	1.00
Payphone Compensation Surcharge Per Call	.30

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.17 Frame Relay Service** (T)

This service is no longer available to new Customers. (M)

4.17.1 Local Access Facilities (T)

Carrier will setup access arrangements on behalf of Customer when full service Frame Relay Service is purchased. (M)

Access facilities arranged by Carrier will be billed to Customer at the rates of the underlying carrier. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer. (M)

4.17.2 Port (T)Charges include a Nonrecurring Charge (NRC) and a Monthly Recurring Charge (MRC), based on the speed of the port connection (i.e., 56 Kbps to 1.544 Mbps). Charges apply per port for each frame relay access facility to the network supporting Frame Relay Service. Each port can accommodate multiple PVCs. A port added to the network after initial installation will be considered a new element and the NRCs and MRCs will both apply. (T)
(M)

<u>Speed (Kbps)</u>	<u>NRC</u>	<u>MRC</u>
56/64	\$300.00	\$ 162.75
128	300.00	339.50
192	300.00	409.50
256	300.00	491.75
320	300.00	575.75
384	300.00	680.75
448	300.00	740.25
512	300.00	817.25
576	300.00	889.00
640	300.00	934.50
704	300.00	962.50
768	300.00	1,006.25
896	300.00	1,179.50
1,024	300.00	1,279.25
1,280	300.00	1,473.50
1,544 Mbps	300.00	1,659.00

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)**4.17 Frame Relay Service (Continued)****4.17.3 User-to-Network Interface - Permanent Virtual Circuit (UNI-PVC)**

- A. Charges include a NRC and a MRC for each PVC, based on the CIR selected. PVCs added to the network after initial installation will be considered new elements and the nonrecurring and monthly charges will apply.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$ 12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00
576	25.00	958.50
640	25.00	1,080.00
704	25.00	1,209.00
768	25.00	1,332.00
832	25.00	1,455.00
896	25.00	1,581.00
960	25.00	1,705.50
1,024	25.00	1,830.00

- B. If Customer chooses to purchase a management PVC which will be utilized as part of a network service, the management PVC must originate at Customer's premises and terminate at the associated Carrier Center. For management PVC rate, please refer to zero CIR MRC and NRC in Section 4.17.3. A.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.17 Frame Relay Service (Continued)****4.17.4 Additional Charges**

PVC Reconfiguration

This charge is for changing the configuration of a PVC and applies each time a PVC is reconfigured.

NRC
Per PVC \$25.00

4.17.5 Discount Plans

Carrier offers discounts based on the term of Customer's commitment to Carrier's service. Customers may subscribe to Frame Relay Service for term plans for one, two or three years. Discounts are calculated using, and apply to, port and PVC MRCs only. Discounts do not apply to local access facilities or NRCs.

For any term plan, the rates and term plan discounts will be fixed for the term at the discounts listed in Rates, Section 4.17.6 A., applicable when Customer subscribes to the service. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the one-year term plan rates and discounts; unless 30 days prior to the end of the term, written notice is given to Carrier that Customer does not want an extension, or (b) Customer subscribes to another term plan and the rates of the new term apply.

If additional sites are added to Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated in to Customer's term plan and will have the same termination date as Customer's original term plan.

Term Plan

<u>Minimum Monthly Revenue</u>	<u>Term</u>		
<u>Commitment</u>	<u>One-Year</u>	<u>Two-Year</u>	<u>Three-Year</u>
\$ 1,000	4.0%	6.0%	9.0%
2,000	6.0%	8.0%	12.0%
5,000	7.0%	10.0%	15.0%
10,000	8.0%	11.0%	19.0%
18,000	10.0%	16.0%	21.0%
25,000	12.0%	19.0%	22.0%
50,000	13.0%	20.0%	23.0%

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.17 Frame Relay Service (Continued)****4.17.6 Network-to-Network Interface (NNI) Rates**

(T)

For a NNI PVC, the charges include a NRC and MRC for both a PVC and an NNI Connection, based on the CIR selected.

A. PVC Rates

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$ 12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00

B. NNI Connection Rates

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$ 12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

4.17 Frame Relay Service (Continued)

4.17.7 Other Discounts

(T)

NRC Waiver

For new Customers ordering Frame Relay Service, or for existing Customers extending Frame Relay Service who commit to a two or more year term, Carrier may waive NRCs ports, UNI PVCs, NNI PVCs, management PVCs, NNI and/or standard local access facilities elements. If Customer terminates a term agreement within two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Tariff for the applicable service. (C)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.18 Digital Private Line II Service**

Unless otherwise noted, the following rates and charges will remain in effect for the term of Customer's contract.

Rates for Digital Private Line II Service are based on mileage between Carrier's Points-of-Presence (POPs) and bandwidth. (Mileage calculation follows the formula in Section 2 above.) A "full service" private line circuit includes the following elements. (T)

Transport - Interexchange carrier POP to interexchange carrier POP. (C)
Local Access Facilities - access line on both the originating and terminating ends of the circuit.

A. Transport (C)

Charges include a Nonrecurring Charge (NRC), and a Monthly Recurring Charge (MRC) that is either a minimum charge or a per mile rate, whichever is greater. Rates for mileage bands are based on a per circuit basis.

Service Type	NRC	MRC	Mileage Band	Per Mile Rate
DDS 56 Kbps (T)	\$ 100.00	\$ 185.00	1 - 500 Miles	\$.67
			501 - 1000 Miles	.62
			1001 - 1500 Miles	.57
			1501 + Miles	.52
DS-1	500.00	450.00	1 - 500 Miles	1.90
			501 - 1000 Miles	1.85
			1001 - 1500 Miles	1.80
			1501 + Miles	1.75

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.18 Digital Private Line II Service (Continued)****B. Local Access Facilities Charges**

- Access Coordination Fee (ACF) - Amount assessed per access circuit when Customer appoints Carrier as the single point of contact for their access. The ACF permits Carrier to recoup costs of designing and testing a circuit, generating and issuing Access Service Requests (ASRs), coordinating any other activity required to ensure timely installation. Additionally, the ACF assures Customer that Carrier will provide ongoing maintenance and trouble resolution for the life of the access arrangement.
- Central Office Connection Fee (COC) - Designed to recover Carrier's investment in the digital cross-connect equipment necessary to provide service, to recover costs associated with the management and maintenance of equipment and Carrier's testing, wiring, and cross-connecting of the circuit. COC fee is assessed per access circuit.

(D)

(D)

- Local Access Facilities - Carrier will setup access arrangements on behalf of Customer when full-service Digital Private Line II Service is purchased. Access facilities arranged by Carrier will be billed to Customer at Carrier's costs. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

Carrier must also set up access arrangements on behalf of Customer as requested for services purchased. Any charges associated with provisioning of the access service, including but not limited to, local access charges, coordination charges, access service order charges, or any other charges associated with gaining access from Customer premise to the POP will be considered "Access Charges". This includes any NRCs incurred in association with obtaining access regardless of contract term. Any such charges as described above will be passed through to Customer in accordance with this Tariff.

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.18 Digital Private Line II Service (Continued)****B. Local Access Facilities Charges (Continued)**

Access Arrangement	Local Access	ACF		COC		When Fees Apply	(C)
		MRC	NRC	MRC	NRC		
Full Service	Yes	No	Yes	No	Yes	One-year term only	
Full Service	Yes	No	No	No	No	Two + year terms	
Customer Provided Access to SWC	No	No	No	No	Yes	One-year term only	
Customer Provided Access to SWC	No	No	No	No	No	Two + year terms	(C)

Circuit Speed	ACF		COC		(R)
	MRC	NRC	MRC	NRC	
DDS 56	\$.00	\$137.50	\$.00	\$55.00	(R)
DS-1	\$.00	\$137.50	\$.00	\$55.00	(R)

C. Additional DiscountsTerm Discount Plan

Carrier will discount all MRCs for Digital Private Line II Service. This discount will be based on Customer's contract term. The following elements will apply to transport only:

<u>Term Commitment</u>	<u>Discount Applied</u>
Two Year	10%
Three Year	15%

NRC Waiver

Carrier will waive all NRCs for transport and local access rates. To qualify for the NRC waiver, Customer must agree to a minimum term of two years or greater.


Expedite Charge

If Customer requests that an order for DDS 56 Kbps and DS-1 service be expedited, a maximum charge of \$750.00 will apply.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.19 One Wide Area Network (One WAN) Service**

One WAN Service includes the following rate elements. The pricing elements for Options 1 and 2 outlined in this Tariff are mutually exclusive. Customer must price his entire network via Option 1, Option 2 or a combination of Options 3 and 4. (C)

A. Option 1**1. Access** (C)

For UNI ports, Carrier will set up access arrangements on behalf of Customer for One WAN Service purchased. Any charges associated with the provisioning of the access circuits, including but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the POP will be considered "Access Charges". This includes any NRC incurred in association with obtaining access regardless of contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be billed directly to Customer. (C)

2. UNI Port (C)

UNI port charges are subject to the speed of the port selected. A NRC and a MRC, based on the speed of the port connection apply per port for each access circuit connection to the network supporting this service. Each port can accommodate multiple PVCs. (C)

<u>Rate Element</u>	<u>NRC</u> <u>(\$/port)</u>	<u>MRC</u> <u>(\$/port)</u>
DS-3	\$ 3,000	\$ 5,000
OC-3c	4,000 (R)	14,000
OC-12c	5,000 (R)	42,000
OC-48c	10,000	80,000

NRCs are waived for contract terms of one year or more. (N)

3. Permanent Virtual Connections

The PVCC and PVPC monthly charges are subject to the class of service parameters and the transmission speed selected. The transmission speed selected for CBR, VBR-rt and UBR is defined by PCR. The transmission speed selected for VBR-nrt is SCR. (C)

The transmission speed charges as outlined following are in 64 Kbps increments from 64 to 1984 Kbps and in 1 Mbps increments from 2 to 622 Mbps. (C)(M)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.19 One Wide Area Network (One WAN) Service (Continued)**A. Option 1 (Continued)****3. Permanent Virtual Connections (Continued)**64 - 1984 Kbps Bi-directional PVCs MRC

<u>PVC Speed</u>	<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>	<u>UBR</u>
64 Kbps	\$ 225	\$ 163	\$ 163	\$ 118
128 Kbps	279	206	206	152
192 Kbps	333	249	249	187
256 Kbps	387	292	292	222
320 Kbps	441	336	336	257
384 Kbps	495	379	379	292
448 Kbps	549	422	422	327
512 Kbps	603	465	465	362
576 Kbps	657	508	508	397
640 Kbps	711	551	551	432
704 Kbps	765	594	594	467
768 Kbps	819	637	637	502
832 Kbps	874	681	681	537
896 Kbps	928	724	724	571
960 Kbps	982	767	767	606
1024 Kbps	1,036	810	810	641
1088 Kbps	1,090	853	853	676
1152 Kbps	1,144	896	896	711
1216 Kbps	1,198	939	939	746
1280 Kbps	1,252	982	982	781
1344 Kbps	1,306	1,026	1,026	816
1408 Kbps	1,360	1,069	1,069	851
1472 Kbps	1,414	1,112	1,112	886
1536 Kbps	1,468	1,155	1,155	921
1600 Kbps	1,522	1,198	1,198	956
1664 Kbps	1,576	1,241	1,241	990
1728 Kbps	1,630	1,284	1,284	1,025
1792 Kbps	1,684	1,327	1,327	1,060
1856 Kbps	1,738	1,371	1,371	1,095
1920 Kbps	1,792	1,414	1,414	1,130
1984 Kbps	1,846	1,457	1,457	1,165

2 Mbps - 622 Mbps Bi-directional PVCsMRC per 1 Mbps

<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>	<u>UBR</u>
\$950	\$750	\$750	\$600

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 Verizon Select Services Inc.
 600 Hidden Ridge, 2nd Floor
 Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.19 One Wide Area Network (One WAN) Service (Continued)****A. Option 1 (Continued)**

(D)

(D)

4. Discounts

Discounts apply only to the UNI port and PVC MRCs. The discount is based on the contract length and Customer's monthly revenue volume. Customer's monthly revenue volume is based on the total of Customer's access, UNI port and PVC MRCs. (C)

Percentage Discount Matrix**Monthly Spend on Port and PVC (\$000)**

<u>Contract Term</u>	<u>\$1-10</u>	<u>>\$10-25</u>	<u>>\$25-40</u>	<u>>\$40-50</u>	<u>>\$50</u>	(C)
One-year	12%	14%	16%	18%	20%	(C)
Two-year	17%	19%	21%	23%	25%	
Three-year	20%	22%	24%	28%	30%	
Five-year	24%	27%	29%	32%	35%	

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)**4.19 One Wide Area Network (One WAN) Service (Continued)****A. Option 1 (Continued)****5. Contract Period**

The minimum period for One WAN Service is one year. Service contracts can be one, two, three, or five-year contracts.

6. Expedite Fees

Carrier will charge Customer an expedite fee on a per-order basis as outlined below.

<u>Port Speed</u>	<u>Expedite Fee</u>
DS-3	\$1,500
OC-3c	2,000
OC-12c	3,000
OC-48c	10,000

(C)
(N)

The expedite fee for the order will reflect the highest port speed on the order.

B. Option 2**1. Local Access**

Carrier will setup access arrangements on behalf of Customer when full service One WAN Service is purchased. Access facilities arranged by Carrier will be billed to Customer at the rates of the underlying carrier, (excluding any discounts and promotions run by carrier). Carrier will add a discount of 31% on DS-1 access only for MRCs. This discount will apply for each DS-1 access required. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer. Furthermore, if NxDS-1 access is required, Carrier will supply the necessary equipment at a charge to be determined on a case by case basis and subject to Customer's specific network configuration.

<u>Rate Element</u>	<u>NRC</u>	<u>MRC</u>
DS-1	Waived	31% Discount Off Underlying Carrier Rates
NxDS-1	Waived	31% Discount Off Underlying Carrier Rates
DS-3	Up to \$4,000 Credit	ICB
OC-3	Up to \$6,000 Credit	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.19 One Wide Area Network (One WAN) Service (Continued)****B. Option 2 (Continued)****2. Port**

Port charges are subject to the speed of the port selected. A NRC and a MRC, based on the speed of the port connection, apply per port for each access circuit connection to the network supporting this service. Each port can accommodate multiple PVCs. The NRCs will be waived for two years or more contracts.

<u>Rate Element</u>	<u>NRC</u> <u>(\$/port)</u>	<u>MRC</u> <u>(\$/port)</u>
DS-1 CES	\$ 900	\$ 4,535
DS-1	900	1,952
2xDS-1	1,800	2,109
3xDS-1	2,200	2,531
4xDS-1	2,600	3,250
5xDS-1	2,950	4,046
6xDS-1	3,300	5,205
7xDS-1	3,600	5,850
8xDS-1	3,900	6,570
DS-3	4,800	4,800
OC-3c	5,900	14,000

3. Permanent Virtual Connections

The PVCC and PVPC monthly charges are subject to the selected class of service parameters and the transmission speed selected. The transmission speed selected for CBR is defined by PCR. The transmission speed selected for VBR-nrt is SCR. The monthly flat rate charge for UBR class of service parameters is the maximum charge regardless of the speed of transmission.

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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.19 One Wide Area Network (One WAN) Service (Continued)****B. Option 2 (Continued)****3. Permanent Virtual Connections (Continued)**

The transmission speed charges as outlined in the Price Matrix are \$/Mbps or \$/Kbps for these classes of service: CBR and VBR-nrt. UBR is a fixed flat rate regardless of the speed utilized. UBR price is a monthly flat rate and subject to the lower of the originating or terminating port. The transmission speeds are subject to the port speed. NRCs for PVCs will be waived for two years or more contracts.

Unidirectional PVCs

<u>Class of Service</u>	<u>Transmission Speed</u>	<u>NRC</u>	<u>MRC</u>	<u>MRC</u>
CBR	PCR	\$35/PVC	\$48/64 Kbps	\$475/1 Mbps
VBR-nrt	SCR	35/PVC	34/64 Kbps	215/1 Mbps

UBR

<u>Port Speed</u>	<u>NRC</u>	<u>MRC</u>
DS-1	\$0	\$ 137
2xDS-1	0	211
3xDS-1	0	380
4xDS-1	0	487
5xDS-1	0	607
6xDS-1	0	781
7xDS-1	0	878
8xDS-1	0	976
DS-3	0	2,880
OC-3c	0	11,200

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

4.19 One Wide Area Network (One WAN) Service (Continued)

(T)

B. Option 2 (Continued)

(M)

4. Gateway Services

Frame to ATM Service Interworking PVC (Bi-directional LAN PVC)

<u>PVC CIR (Kbps)</u>	<u>NRC</u>	<u>MRC</u>
0	\$0	\$ 61
16	0	68
32	0	79
48	0	99
64	0	110
128	0	218
192	0	331
256	0	455
320	0	593
384	0	714
448	0	848
512	0	971
576	0	1,105
640	0	1,237
704	0	1,378
768	0	1,512
832	0	1,646
896	0	1,783
960	0	1,919
1,024	0	2,054

(M)

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SECTION 9 (1)
ge 140. *Richard G. ...*
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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.19 One Wide Area Network (One WAN) Service (Continued)**

(T)

B. Option 2 (Continued)

(M)

5. Discounts

Discounts apply only to the port and virtual connection MRCs. The discount is subject to the contract length and Customer monthly revenue volume (dollar in thousands). Customer's monthly revenue volume is based on the cumulative total of Customer's port and PVC elements MRCs only.

Percentage Discount Matrix

Monthly Spend on Port and PVC (\$000)

<u>Contract Term</u>	<u>\$10-24</u>	<u>\$24-49</u>	<u>\$50-74</u>	<u>\$75-100</u>	<u>>100</u>
1-Year	1%	2%	3%	4%	5%
2-Year	11%	13%	15%	17%	20%
3-Year	21%	23%	25%	28%	30%

6. Contract Period

The minimum period for One WAN Service is one year. Service contracts can be one, two, or three years.

7. Expedite Fees

Carrier will charge Customer an expedite fee of \$1,500 on a per order basis. Expedites may only be accepted for DS-3 Service and below on One WAN orders.

(M)

(T)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.19 One Wide Area Network (One WAN) Service (Continued)**C. Option 3****1. Access**

For UNI ports, Carrier will set up access arrangements on behalf of Customer for the One WAN Service purchased. Any charges associated with the provisioning of the access circuits, including but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the POP will be considered "Access Charges". This includes any NRC incurred in association with obtaining access regardless of contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be billed directly to Customer.

2. UNI Port

UNI port charges are subject to the speed of the port selected. A NRC and a MRC, based on the speed of the port connection, apply per port for each access circuit connection to the network supporting this service. Each port can accommodate multiple PVCs.

<u>Rate Element</u>	<u>NRC</u> <u>(\$/port)</u>	<u>MRC</u> <u>(\$/port)</u>
DS-1	\$ 450	\$ 900
2xDS-1	ICB	ICB
3xDS-1	ICB	ICB
4xDS-1	ICB	ICB
5xDS-1	ICB	ICB
6xDS-1	ICB	ICB
7xDS-1	ICB	ICB
8xDS-1	ICB	ICB
DS-3	1,250	2,500
OC-3c	2,150	5,300
OC-12c	ICB	ICB

NRCs are waived for contract terms of one year or more.

(N)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.19 One Wide Area Network (One WAN) Service (Continued)**C. Option 3 (Continued)****3. Permanent Virtual Connections**

The PVCC and PVPC monthly charges are subject to the class of service parameters and the transmission speed selected. The transmission speed selected for CBR, VBR-rt and UBR is defined by PCR. The transmission speed selected for VBR-nrt is SCR.

The transmission speed charges as outlined following are in 64 Kbps increments from 64 to 1984 Kbps and in 1 Mbps increments from 2 to 149 Mbps. The One WAN Service transmission speeds must match the transmission speeds of the corresponding access arrangement.

Option 3 PVCCs or PVPCs connect:

- (a) An Option 3 UNI port to another Option 3 UNI port;
- (b) An Option 3 UNI port to a NNI port;
- (c) A NNI port to another NNI port;
- (d) A Frame Relay UNI port to an Option 3 UNI port or to a NNI port.

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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.19 One Wide Area Network (One WAN) Service (Continued)**C. Option 3 (Continued)****3. Permanent Virtual Connections (Continued)****64 - 1984 Kbps Bi-directional PVCs MRC**

	<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>	<u>UBR</u>
64 Kbps	\$ 45	\$ 40	\$ 20	\$ 7
128 Kbps	91	79	41	14
192 Kbps	136	119	61	20
256 Kbps	181	158	82	27
320 Kbps	226	198	102	34
384 Kbps	272	238	122	41
448 Kbps	317	277	143	47
512 Kbps	362	317	163	54
576 Kbps	407	356	183	61
640 Kbps	453	396	204	68
704 Kbps	498	435	224	74
768 Kbps	543	475	245	81
832 Kbps	589	515	265	88
896 Kbps	634	554	285	95
960 Kbps	679	594	306	101
1024 Kbps	724	633	326	108
1088 Kbps	770	673	347	115
1152 Kbps	815	713	367	122
1216 Kbps	860	752	387	128
1280 Kbps	905	792	408	135
1344 Kbps	951	831	428	142
1408 Kbps	996	871	448	149
1472 Kbps	1,041	910	469	155
1536 Kbps	1,087	950	489	162
1600 Kbps	1,132	990	510	169
1664 Kbps	1,177	1,029	530	176
1728 Kbps	1,222	1,069	550	182
1792 Kbps	1,268	1,108	571	189
1856 Kbps	1,313	1,148	591	196
1920 Kbps	1,358	1,188	612	203
1984 Kbps	1,403	1,227	632	209

2 Mbps - 149 Mbps Bi-directional PVCs**MRC per 1 Mbps**

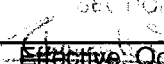
<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>	<u>UBR</u>
\$707	\$619	\$319	\$106

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.19 One Wide Area Network (One WAN) Service (Continued)**C. Option 3 (Continued)****4. Discounts**

Discounts apply only to the UNI port and PVC MRCs. The discount is based on the contract length and Customer's monthly revenue volume. Customer's monthly revenue volume is based on the total of Customer's access, UNI port and PVC MRCs.

Percentage Discount MatrixMonthly Spend on Port and PVC (\$000)

<u>Contract Term</u>	<u>\$1-10</u>	<u>>\$10-25</u>	<u>>\$25-40</u>	<u>>\$40-50</u>	<u>>\$50</u>
One-year	12%	14%	16%	18%	20%
Two-year	17%	19%	21%	23%	25%
Three-year	20%	22%	24%	28%	30%
Five-year	24%	27%	29%	32%	35%

5. Contract Period

The minimum period for One WAN Service is one year. Service contracts can be one, two, three or five years.

6. Expedite Fees

Carrier will charge Customer an expedite fee of \$1,500 per order.

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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

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4.19 One Wide Area Network (One WAN) Service (Continued)**D. Option 4****1. Access**

For UNI ports, Carrier will set up access arrangements on behalf of Customer for the One WAN Service purchased. Any charges associated with the provisioning of the access circuits, including but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the POP will be considered "Access Charges". This includes any NRC incurred in association with obtaining access regardless of contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be billed directly to Customer.

2. UNI Port

UNI port charges are subject to the speed of the port selected. A NRC and a MRC, based on the speed of the port connection, apply per port for each access circuit connection to the network supporting this service. Each port can accommodate multiple PVCs.

<u>Rate Element</u>	<u>NRC</u> <u>(\$/port)</u>	<u>MRC</u> <u>(\$/port)</u>
DS-1	\$ 900	\$ 1,952
2xDS-1	1,800	2,109
3xDS-1	2,200	2,531
4xDS-1	2,600	3,250
5xDS-1	2,950	4,046
6xDS-1	3,300	5,205
7xDS-1	3,600	5,850
8xDS-1	3,900	6,570
DS-3	4,800	5,000
OC-3c	5,900	12,000
OC-12c	11,000	42,000

NRCs are waived for contract terms of one year or more.

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.19 One Wide Area Network (One WAN) Service (Continued)**D. Option 4 (Continued)****3. Permanent Virtual Connections**

The PVCC and PVPC monthly charges are subject to the class of service parameters and the transmission speed selected. The transmission speed selected for CBR, VBR-rt and UBR is defined by PCR. The transmission speed selected for VBR-nrt is SCR.

The transmission speed charges as outlined following are in 64 Kbps increments from 64 to 1984 Kbps and in 1 Mbps increments from 2 to 622 Mbps. The One WAN Service transmission speeds must match the transmission speeds of the corresponding access arrangement.

Option 4 PVCCs or PVPCs connect:

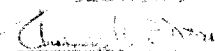
- (a) An Option 4 UNI port to another Option 4 UNI port;
- (b) An Option 4 UNI port to a NNI port;
- (c) A Option 4 UNI port to an Option 3 UNI port;
- (d) A Frame Relay UNI port to an Option 4 UNI port or to a NNI port.

(N)

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

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4.19 One Wide Area Network (One WAN) Service (Continued)**D. Option 4 (Continued)****3. Permanent Virtual Connections (Continued)****64 - 1984 Kbps Bi-directional PVCs MRC**

<u>PVC Speed</u>	<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>	<u>UBR</u>
64 Kbps	\$ 74	\$ 65	\$ 44	\$ 26
128 Kbps	148	129	88	52
192 Kbps	221	194	132	78
256 Kbps	295	258	176	104
320 Kbps	369	323	220	130
384 Kbps	443	387	263	156
448 Kbps	516	452	307	182
512 Kbps	590	517	351	208
576 Kbps	664	581	395	233
640 Kbps	738	646	439	259
704 Kbps	811	710	483	285
768 Kbps	885	775	527	311
832 Kbps	959	839	571	337
896 Kbps	1,033	904	615	363
960 Kbps	1,106	969	659	389
1024 Kbps	1,180	1,033	703	415
1088 Kbps	1,254	1,098	747	441
1152 Kbps	1,328	1,162	790	467
1216 Kbps	1,401	1,227	834	493
1280 Kbps	1,475	1,291	878	519
1344 Kbps	1,549	1,356	922	545
1408 Kbps	1,623	1,421	966	571
1472 Kbps	1,696	1,485	1,010	597
1536 Kbps	1,770	1,550	1,054	623
1600 Kbps	1,844	1,614	1,098	648
1664 Kbps	1,918	1,679	1,142	674
1728 Kbps	1,991	1,743	1,186	700
1792 Kbps	2,065	1,808	1,230	726
1856 Kbps	2,139	1,873	1,273	752
1920 Kbps	2,213	1,937	1,317	778
1984 Kbps	2,286	2,002	1,361	804

2 Mbps - 622 Mbps Bi-directional PVCs
MRC per 1 Mbps

<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>	<u>UBR</u>
\$1180	\$1033	\$703	\$416

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

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4.19 One Wide Area Network (One WAN) Service (Continued)**D. Option 4 (Continued)****4. Discounts**

Discounts apply only to the UNI port and PVC MRCs. The discount is based on the contract length and Customer's monthly revenue volume. Customer's monthly revenue volume is based on the total of Customer's access, UNI port and PVC MRCs.

Percentage Discount MatrixMonthly Spend on Port and PVC (\$000)

<u>Contract Term</u>	<u>\$1-10</u>	<u>>\$10-25</u>	<u>>\$25-40</u>	<u>>\$40-50</u>	<u>>\$50</u>
One-year	12%	14%	16%	18%	20%
Two-year	17%	19%	21%	23%	25%
Three-year	20%	22%	24%	28%	30%
Five-year	24%	27%	29%	32%	35%

5. Contract Period

The minimum period for One WAN Service is one year. Service contracts can be one, two, three or five years.

6. Expedite Fees


Carrier will charge Customer an expedite fee of \$1,500 per order.

(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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SECTION 9 (1)

BY 
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by:

Director - Regulatory Affairs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.20 Frame Relay II Service**

This service is no longer available to new Customers.

Unless otherwise noted, the following rates and charges will remain in effect for the full term of Customer's contract.

4.20.1 Local Access Facilities

Carrier will setup access arrangements on behalf of Customer when full service Frame Relay II Service is purchased.

Access facilities arranged by Carrier will be billed to Customer at the rates of the underlying carrier. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer.

4.20.2 Port

Charges include a Nonrecurring Charge (NRC) and a Monthly Recurring Charge (MRC) based on the speed of the port connection (i.e., 56 Kbps to 1.544 Mbps). Charges apply per port for each frame relay access facility to the network supporting Frame Relay II Service. Each port can accommodate multiple Permanent Virtual Circuits (PVCs). A port added to the network after initial installation will be considered a new element and the NRCs and MRCs will both apply.

<u>Speed (Kbps)</u>	<u>NRC</u>	<u>MRC</u>
56/64	\$300.00	\$ 162.75
128	300.00	339.50
192	300.00	409.50
256	300.00	491.75
320	300.00	575.75
384	300.00	680.75
448	300.00	740.25
512	300.00	817.25
576	300.00	889.00
640	300.00	934.50
704	300.00	962.50
768	300.00	1,006.25
896	300.00	1,179.50
1,024	300.00	1,279.25
1,280	300.00	1,473.50
1,544 Mbps	300.00	1,659.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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Verizon Select Services Inc.
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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.20 Frame Relay II Service (Continued)****4.20.3 User-to-Network Interface - Permanent Virtual Circuit (UNI-PVC)**

- A. Charges include a NRC and a MRC for each PVC, based on the Committed Information Rate (CIR) selected. PVCs added to the network after initial installation will be considered new elements and the nonrecurring and monthly charges will apply.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$ 12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00
576	25.00	958.50
640	25.00	1,080.00
704	25.00	1,209.00
768	25.00	1,332.00
832	25.00	1,455.00
896	25.00	1,581.00
960	25.00	1,705.50
1,024	25.00	1,830.00

- B. If Customer chooses to purchase a management PVC which will be utilized as part of a network service, the management PVC must originate at Customer's premises and terminate at the associated Verizon Center. For management PVC rate, please refer to zero CIR MRC and NRC in Section 4.20.3. A.

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SECTION 4 - RATES AND CHARGES (Continued)**4.20 Frame Relay II Service (Continued)****4.20.4 Additional Charges** (T)**PVC Reconfiguration** (T)

This charge is for changing the configuration of a PVC and applies each time a PVC is reconfigured.

Per PVC NRC
\$25.00

4.20.5 Discount Plans (T)

Carrier offers discounts based on the term of Customer's commitment to Carrier's service. Customers may subscribe to Frame Relay Service for term plans for one, two or three years. Discounts apply to and are calculated using MRCs for ports, User-to-Network Interface (UNI) PVCs, Network-to-Network Interface (NNI) PVCs, management PVCs and NNI connection rates. Discounts do not apply to local access facilities, or NRCs. (C)

For any term plan, the rates and term plan discounts will be fixed for the term at the discounts listed in Rates and Charges Section, applicable when Customer subscribes to the service. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the one year term plan rates and discounts, unless 30 days prior to the end of the term written notice is given to Carrier that Customer does not want an extension, or Customer subscribes to another term plan and the rates of the new term apply.

If additional sites are added to Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated in to Customer's term plan and will have the same termination date as Customer's original term plan.

Term Plan (T)

<u>Minimum Monthly Revenue</u>	<u>Term</u>		
<u>Commitment</u>	<u>One-Year</u>	<u>Two-Year</u>	<u>Three-Year</u>
\$ 1,000	4.0%	6.0%	9.0%
2,000	6.0%	8.0%	12.0%
5,000	7.0%	10.0%	15.0%
10,000	8.0%	11.0%	19.0%
18,000	10.0%	16.0%	24.0%
25,000	12.0%	19.0%	22.0%
50,000	13.0%	20.0%	23.0%

PUBLIC SERVICE COMMISSION
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600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)**4.20 Frame Relay II Service (Continued)****4.20.6 Network-to-Network Interface (NNI) Rates**

(T)

For a NNI PVC, the charges include a NRC and a MRC for both a PVC and a NNI connection, based on the CIR selected.

A. NNI PVC Rates

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
16	\$25.00	\$ 33.00
32	25.00	46.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
384	25.00	610.50
512	25.00	837.00

B. NNI Connection Rates

For each NNI PVC, there is also a NNI connection rate which includes a NRC and MRC per location, bases on the NNI PVC CIR selected.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
16	\$25.00	\$ 95.00
32	25.00	95.00
64	25.00	95.00
128	25.00	187.50
192	25.00	280.00
256	25.00	370.00
384	25.00	550.00
512	25.00	742.50

4.20.7 Other Discounts

(T)

NRC Waiver

For new Customers ordering Frame Relay II Service, or for Customers who commit to a two or more year term, Carrier may waive NRCs for the ports, UNI PVCs, NNI PVCs, management PVCs, NNI and/or standard local access facilities elements. If Customer terminates a term agreement within two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Tariff for the applicable service. (C)

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SECTION 4 - RATES AND CHARGES (Continued)**4.21 Frame Relay III Service**

This service is no longer available to new Customers.

(C)

Unless otherwise noted, the following rates and charges will remain in effect for the full term of Customer's contract.

A. Local Access Facilities

Carrier will setup access arrangements on behalf of Customer when full service Frame Relay III Service is purchased.

Access facilities arranged by Carrier will be billed to Customer at Carrier's costs. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer.

B. Port

Charges include a Nonrecurring Charge (NRC) and a Monthly Recurring Charge (MRC) based on the speed of the port connection (i.e., 56 Kbps to 1.544 Mbps). Charges apply per port for each frame relay access facility to the network supporting Frame Relay Service. Each port can accommodate multiple Permanent Virtual Circuits (PVCs). A port added to the network after initial installation will be considered a new element and the nonrecurring and monthly charges will both apply.

<u>Speed (Kbps)</u>	<u>NRC</u>	<u>MRC</u>
56/64 Kbps	\$300.00	\$ 133.75
128 Kbps	300.00	278.20
192 Kbps	300.00	374.50
256 Kbps	300.00	460.10
320 Kbps	300.00	558.50
384 Kbps	300.00	663.40
448 Kbps	300.00	749.00
512 Kbps	300.00	823.90
576 Kbps	300.00	891.00
640 Kbps	300.00	924.00
704 Kbps	300.00	957.00
768 Kbps	300.00	990.00
896 Kbps	300.00	1,056.00
1,024 Kbps	300.00	1,232.00
1,280 Kbps	300.00	1,320.00
1,544 Mbps	300.00	1,480.00

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Verizon Select Services Inc.
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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.21 Frame Relay III Service (Continued)**

(T)

C. User-to-Network Interface - Permanent Virtual Circuit (UNI PVC)

(M)

1. Charges include a NRC and a MRC for each PVC, based on the Committed Information Rate (CIR) selected. PVCs added to the network after initial installation will be considered new elements and the nonrecurring and monthly charges will apply.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$ 13.50
16	25.00	23.00
19.2	25.00	35.00
32	25.00	40.00
38.4	25.00	62.00
56/64	25.00	79.00
128	25.00	170.00
192	25.00	267.00
256	25.00	360.00
320	25.00	482.00
384	25.00	568.00
448	25.00	684.00
512	25.00	775.00
576	25.00	905.00
640	25.00	1,010.00
704	25.00	1,125.00
768	25.00	1,235.00
832	25.00	1,315.00
896	25.00	1,425.00
960	25.00	1,540.00
1,024	25.00	1,650.00

2. If Customer chooses to purchase a management PVC which will be utilized as part of a network service, the management PVC must originate at Customer's premises and terminate at the associated Carrier Center. For management PVC rate, please refer to zero CIR MRC and NRC in C.1.
3. If Customer chooses to purchase an international management PVC, which will be utilized as part of a network service, the international management PVC must originate at Customer's international premises and terminate at the associated Carrier Center. International Frame Relay Service is offered on an individual case basis.

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SECRETARY OF THE COMMISSION

SECTION 4 - RATES AND CHARGES (Continued)**4.21 Frame Relay III Service (Continued)**

(T)

D. Virtual Network-to-Network Interface (NNI) Port

(M)

For each Virtual NNI port, a NRC and a MRC are applied per LATA, based on the Virtual NNI port speed required. The Virtual NNI port must be large enough to accommodate the cumulative egress of all PVCs connected to the NNI. It will be at least as large as the sum of the CIRs for all PVCs connected to it and at least as large as the largest User to Network Interface (UNI) port connected to it. The Virtual NNI port should be approximately equal to or less than one third of the aggregate of the UNI port speeds connected to it.

<u>Virtual NNI Port Speed (Kbps)</u>	<u>NRC</u>	<u>MRC</u>
64	\$100.00	\$ 92.00
128	100.00	184.00
192	100.00	276.00
256	100.00	368.00
384	100.00	552.00
512	100.00	736.00
768	100.00	1,104.00
1024	100.00	1,472.00
1544	100.00	2,219.50

(M)

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SECTION 4 - RATES AND CHARGES (Continued)**4.21 Frame Relay III Service (Continued)**

(T)

E. Virtual Network-to-Network Interface - Permanent Virtual Circuit (NNI PVC)

(M)

1. Charges include a NRC and a MRC for each PVC, based on the CIR selected. PVCs added to the network after initial installation will be considered new elements and the nonrecurring and monthly charges will apply.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$ 13.50
16	25.00	23.00
19.2	25.00	35.00
32	25.00	40.00
38.4	25.00	62.00
56/64	25.00	79.00
128	25.00	170.00
192	25.00	267.00
256	25.00	360.00
320	25.00	482.00
384	25.00	568.00
448	25.00	684.00
512	25.00	775.00
576	25.00	905.00
640	25.00	1,010.00
704	25.00	1,125.00
768	25.00	1,235.00
832	25.00	1,315.00
896	25.00	1,425.00
960	25.00	1,540.00
1,024	25.00	1,650.00

(M)

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600 Hidden Ridge, 2nd Floor
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CLERK OF THE COMMISSION

SECTION 4 - RATES AND CHARGES (Continued)

4.21 Frame Relay III Service (Continued)

F. Additional Charges

PVC Reconfiguration

This charge is for changing the configuration of a PVC and applies each time a PVC is reconfigured.

NRC

Per PVC \$25.00

G. Discount Plans

Carrier offers discounts based on the term of Customer's commitment to Carrier's service. Customers may subscribe to Frame Relay III Service for term plans for one, two or three years. The Monthly Revenue Commitment will be determined by the total Monthly Recurring Charges (MRCs) before discounts. Discounts apply to MRCs for ports, PVCs (UNI, NNI, management), and Virtual NNI ports. Discounts do not apply to local access facilities, NRCs, or expedite fees.

For any term plan, the rates and term plan discounts will be fixed for the term at the discounts listed in this section, applicable when Customer subscribes to the service. The term will begin on the in-service date for the first circuit in the network.

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SECTION 4 - RATES AND CHARGES (Continued)**4.21 Frame Relay III Service (Continued)****G. Discount Plans (Continued)** (T)

If additional sites are added to Customer's Frame Relay III Service after the initial subscription to a term plan, such sites will be incorporated into Customer's term plan and will have the same termination date as Customer's original term.

Term Plan

<u>Minimum Monthly Revenue Commitment</u>	<u>One-Year</u>	<u>Term Two-Year</u>	<u>Three-Year</u>
\$ 1,000	12%	15%	18%
2,000	14%	17%	21%
5,000	15%	19%	24%
10,000	17%	22%	28%
18,000	18%	25%	30%
25,000	20%	28%	31%
50,000	21%	29%	32%

H. Other Discounts (T)NRC Waiver

For Customers who commit to a two or more year term, Carrier may waive NRCs for the ports, PVCs (UNI, NNI, management), Virtual NNI ports, and/or standard local access facilities elements. The expedite fee will not be subject to the NRC waiver. If Customer terminates a term agreement within two years after installation of service, Customer will be assessed a pro rata amount of the credit for waived charges as well as any early termination charges per the Tariff for the applicable service. (C)

I. Contract Expiration (T)

Upon contract expiration, the term will be automatically extended at the one-year term plan rates and discounts, unless 30 days prior to the end of the term, written notice is given to Carrier that Customer does not want an extension, or Customer subscribes to another term plan and the rates of the new term apply.

J. Additional Features (T)Expedite Fee

If Customer requests that an order for Frame Relay III Service be expedited, a charge of \$750.00 will apply per node.

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BY Charles S. Smith
EXECUTIVE DIRECTOR

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.22 1-800 Use the VZ Service**

Rates are applicable for interLATA calls when the end user utilizes Carrier's toll free dial-around number to complete a call. (T)

A. InterLATA Operator Assisted Service Charges	<u>Per Call</u>	
0+ (Automated)		
Calling Card,	\$4.94	(I)
Credit Card,	4.94	
Collect,	4.54	(I)
Bill to Third Party	4.54	
0- (Operator Assist)		
Calling Card,	4.94	(R)
Credit Card,	4.94	(R)
Collect,	5.99	
Bill to Third Party	5.99	
Operator Dialed	1.20	
Person-to-Person	6.50	
Payphone Compensation Surcharge	.55	
Directory Assistance	1.00	
Per Minute	.68	(I)

Rates are applicable for intraLATA calls when the end user utilizes Carrier's toll free dial-around number to complete a call.

B. IntraLATA Operator Assisted Service Charges	<u>Per Call</u>	
0+ (Automated)		
Calling Card,	\$4.94	(I)
Credit Card,	4.94	
Collect,	4.94	(I)
Bill to Third Party	4.54	
0- (Operator Assist)		
Calling Card,	5.99	
Credit Card,	5.99	
Collect,	5.99	
Bill to Third Party	5.99	
Operator Dialed	1.20	
Person-to-Person	6.50	
Payphone Compensation Surcharge	.55	
Directory Assistance	1.00	
Per Minute	.60	(T)

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SECTION 4 - RATES AND CHARGES (Continued)**4.23 Enterprise Connections Service****A. Switched Access Service - Per Minute Rate****TERM OF COMMITMENT (YEARS)****Annual Revenue
Commitment****1****2****3****\$6,000 - \$11,999**

InterLATA

\$.0831

\$.0821

\$.0811

IntraLATA

.0831

.0821

.0811

Toll Free

.0831

.0821

.0811

\$12,000 - \$23,999

InterLATA

.0821

.0811

.0801

IntraLATA

.0821

.0811

.0801

Toll Free

.0821

.0811

.0801

\$24,000 - \$35,999

InterLATA

.0811

.0801

.0791

IntraLATA

.0811

.0801

.0791

Toll Free

.0811

.0801

.0791

\$36,000 - \$47,999

InterLATA

.0801

.0791

.0781

IntraLATA

.0801

.0791

.0781

Toll Free

.0801

.0791

.0781

\$48,000 - \$59,999

InterLATA

.0791

.0781

.0771

IntraLATA

.0791

.0781

.0771

Toll Free

.0791

.0781

.0771

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SECRETARY OF THE COMMISSION

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.23 Enterprise Connections Service (Continued)****A. Switched Access Service - Per Minute Rate (Continued)****TERM OF COMMITMENT (YEARS)****Annual Revenue
Commitment****1****2****3****\$60,000 - \$83,999**

InterLATA

\$.0781

\$.0771

\$.0761

IntraLATA

.0781

.0771

.0761

Toll Free

.0781

.0771

.0761

\$84,000 - \$119,999

InterLATA

.0771

.0761

.0751

IntraLATA

.0771

.0761

.0751

Toll Free

.0771

.0761

.0751

\$120,000 - \$179,999

InterLATA

.0761

.0751

.0741

IntraLATA

.0761

.0751

.0741

Toll Free

.0761

.0751

.0741

\$180,000 - \$239,999

InterLATA

.0751

.0741

.0731

IntraLATA

.0751

.0741

.0731

Toll Free

.0751

.0741

.0731

\$240,000 - \$299,999

InterLATA

.0741

.0731

.0721

IntraLATA

.0741

.0731

.0721

Toll Free

.0741

.0731

.0721

PUBLIC SERVICE COMMISSION
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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.23 Enterprise Connections Service (Continued)****B. Dedicated Access Service - Per Minute Rate****TERM OF COMMITMENT (YEARS)****Annual Revenue
Commitment****1****2****3****\$6,000 - \$11,999**

InterLATA

\$.0577

\$.0567

\$.0557

IntraLATA

.0577

.0567

.0557

Toll Free

.0577

.0567

.0557

\$12,000 - \$23,999

InterLATA

.0567

.0557

.0547

IntraLATA

.0567

.0557

.0547

Toll Free

.0567

.0557

.0547

\$24,000 - \$35,999

InterLATA

.0557

.0547

.0537

IntraLATA

.0557

.0547

.0537

Toll Free

.0557

.0547

.0537

\$36,000 - \$47,999

InterLATA

.0547

.0537

.0527

IntraLATA

.0547

.0537

.0527

Toll Free

.0547

.0537

.0527

\$48,000 - \$59,999

InterLATA

.0537

.0527

.0517

IntraLATA

.0537

.0527

.0517

Toll Free

.0537

.0527

.0517

PUBLIC SERVICE COMMISSION
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Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.23 Enterprise Connections Service (Continued)**B. Dedicated Access Service - Per Minute Rate (Continued)**

Annual Revenue Commitment	<u>TERM OF COMMITMENT (YEARS)</u>		
	1	2	3
<u>\$60,000 - \$83,999</u>			
InterLATA	\$.0527	\$.0517	\$.0507
IntraLATA	.0527	.0517	.0507
Toll Free	.0527	.0517	.0507
<u>\$84,000 - \$119,999</u>			
InterLATA	.0517	.0507	.0497
IntraLATA	.0517	.0507	.0497
Toll Free	.0517	.0507	.0497
<u>\$120,000 - \$179,999</u>			
InterLATA	.0507	.0497	.0487
IntraLATA	.0507	.0497	.0487
Toll Free	.0507	.0497	.0487
<u>\$180,000 - \$239,999</u>			
InterLATA	.0497	.0487	.0477
IntraLATA	.0497	.0487	.0477
Toll Free	.0497	.0487	.0477
<u>\$240,000 - \$299,999</u>			
InterLATA	.0487	.0477	.0467
IntraLATA	.0487	.0477	.0467
Toll Free	.0487	.0477	.0467

(N)

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SECRETARY OF THE COMMISSION

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

4.23 Enterprise Connections Service (Continued)

C.	Calling Card, per minute	\$.10
D.	Service Charges and Surcharges	
		<u>Per Call</u>
1.	Calling Card	\$.40
2.	Operator Assisted Station-to-Station	3.45
3.	Operator Assisted Person-to-Person	6.50
4.	Operator Assisted Calling Card Call Completion	2.45
5.	Operator Dialed	1.00
6.	Payphone Compensation	.30
7.	Directory Assistance	1.10

(N)

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.24 Simple Connections Service****A. Switched Access Service - Per Minute Rate****TERM OF COMMITMENT (YEARS)**

<u>Annual Revenue Commitment</u>	<u>Month to Month</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
<u>\$0 - \$2,999</u>				
Outbound	\$.1266	\$.1183	\$.1173	\$.1163
Toll Free	.1266	.1183	.1173	.1163
<u>\$3,000 - \$5,999</u>				
Outbound	\$.1088	\$.1017	\$.1007	\$.0997
Toll Free	.1088	.1017	.1007	.0997

B. Calling Card, per minute \$.20**C. Service Charges and Surcharges**


	<u>Per Call</u>
1. Calling Card	\$.40
2. Operator Assisted Station to Station	3.45
3. Operator Assisted Person to Person	6.50
4. Operator Assisted Calling Card Call Completion	2.45
5. Operator Dialed	1.00
6. Payphone Compensation	.30
7. Directory Assistance	1.10

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600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.25 Frame Relay IV Service

Unless otherwise noted, the following rates and charges will remain in effect for the full term of Customer's contract.

A. Local Access Facilities

Carrier will establish access arrangements on behalf of Customer when Full Service Frame Relay IV Service is purchased.

Under the terms of the Full Service Agreement, Carrier will order access facilities. Coordination of installation, maintenance, repair, test and turn-up will be coordinated by Carrier with the company(ies) supplying the access services. Customer will be billed for the access at Carrier's costs. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer.

1. Local Access Coordination Charges

- Access Coordination Charges are applied on a per-access line basis.
- Access Coordination Charges are waived for contract terms greater than one year.

Nonrecurring Local Access Coordination Charges

DS-0	\$ 25
DS-1	50
DS-3	100

B. Low Speed Frame Relay Rate Schedules (DS-1 speed and below)**1. Low Speed National UNI Port**

Charges include a Monthly Recurring Charge (MRC) based on the speed of the port connection (i.e., 56 Kbps to 1.536 Mbps). Charges apply per UNI port for each Frame Relay access facility to the network supporting Frame Relay IV Service. Each port can accommodate multiple PVCs. A port added to the network after initial installation will be considered a new element and the total network MRC will be adjusted incrementally for that port. This interface transports data traffic to and from Customer's facilities to Carrier's network for transport to, for example, other Customer facility locations.

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SECTION 4 - RATES AND CHARGES (Continued)

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4.25 Frame Relay IV Service (Continued)**B. Low Speed Frame Relay Rate Schedules (DS-1 speed and below) (Continued)****2. Low Speed National NNI Port**

Charges include a MRC based on the speed of the port connection (i.e., 56 Kbps to 1.536 Mbps). Charges apply per port for each NNI Frame Relay inter-network connection supporting Frame Relay IV Service. This interface transports data traffic to and from Customer's LAN/WAN facilities or Local Frame Relay network service to Carrier's interLATA Interstate network for transport to, for example, other Customer facility locations.

3. Rate Schedule

<u>Port Speeds</u>	<u>UNI MRC</u>	<u>NNI MRC</u>
56 Kbps	\$ 85.00	ICB**
64 Kbps*	85.00	ICB**
128 Kbps*	200.00	ICB**
256 Kbps*	240.00	ICB**
384 Kbps	320.00	ICB**
512 Kbps*	420.00	ICB**
768 Kbps*	520.00	ICB**
1.536 Mbps	720.00	ICB**

* Where Available

4. National Low Speed PVC - NNI-NNI PVC, NNI-UNI PVC, and UNI-UNI PVC

Charges for each PVC are based upon the CIR. A PVC added to the network after initial installation will be considered a new element and the total network MRC will be adjusted incrementally for that PVC.

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** A copy of all ICB arrangements will be filed with the Kentucky Public Service Commission.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

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4.25 Frame Relay IV Service (Continued)**B. Low Speed Frame Relay Rate Schedules (DS-1 speed and below) (Continued)****4. National Low Speed PVC - NNI-NNI PVC, NNI-UNI PVC, and UNI-UNI PVC (Continued)**Rate Schedule

<u>PVC/CIR Speeds</u>	<u>MRC</u>
8 Kbps	\$ 15.00
16 Kbps	22.00
28 Kbps	35.00
32 Kbps	43.00
42 Kbps	51.00
48 Kbps	55.00
64 Kbps	72.00
96 Kbps	115.00
128 Kbps	140.00
192 Kbps	210.00
256 Kbps	280.00
288 Kbps	325.00
384 Kbps	425.00
512 Kbps	560.00
576 Kbps	630.00
768 Kbps	840.00
1.152 Mbps	1,270.00
1.536 Mbps	1,700.00

5. Allowable CIR

The allowable CIR for any PVC is based on the lower speed of the two Frame Relay ports at either end of the PVC. This speed is termed the Line Speed. The allowable CIR for Low Speed Frame Relay is 75% of the Line Speed. For example, on a PVC with a 384 Kbps port and a 256 Kbps port, the Line Speed for determining the allowable CIR would be 256 Kbps. For this PVC, the highest allowable PVC/CIR would be 192 Kbps.

6. Maximum Burst

The Maximum Burst is the highest allowable bandwidth available on a PVC. The Maximum Burst available on a Low Speed PVC will be to the Line Speed, which is the lowest speed of the ports at either end of the PVC.

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SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.25 Frame Relay IV Service (Continued)**B. Low Speed Frame Relay Rate Schedules (DS-1 speed and below) (Continued)****7. Oversubscription (Booking Factor)**

Oversubscription occurs when the bandwidth of multiple PVCs are provisioned to a single port and the total of their CIR values exceeds the transmission speed for the port. The allowable Oversubscription is 300%. For example, a 64 Kbps port may have as much as 192 Kbps of PVC/CIR provisioned to that port.

For UNI ports provisioned with Oversubscription, the total available bandwidth for all PVCs is limited to the transmission speed of the port. During any given one-second interval, the total bandwidth available for CIR and Burst performance across all PVCs provisioned to a single port is limited to the capacity of the port, the port speed. Oversubscription should only be used in cases where the bursty nature of Customer's applications and simultaneous bandwidth demand permits such practice.

C. High Speed Frame Relay IV Service**1. National High Speed Frame Relay UNI Port**

Charges include a MRC based on the speed of the port connection (i.e., 4 Mbps to 44.736 Mbps). Charges apply per port for each Frame Relay access facility to the network supporting Frame Relay IV Service. Each UNI port can accommodate multiple PVCs. A port added to the network after initial installation will be considered a new element and the total network MRC will be adjusted incrementally for that port.

2. National High Speed Frame Relay NNI Port

The NNI port provided herein is not available where Customer LAN connectivity is required. When such LAN connectivity is required and facilities are available, carrier will enter negotiations with Customer to provide an NNI port through an ICB arrangement.**

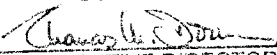
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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.25 Frame Relay IV Service (Continued)**C. High Speed Frame Relay IV Service (Continued)****3. Rate Schedule**

<u>Port Speeds</u>	<u>UNI MRC</u>
4 Mbps*	\$1,940.00
6 Mbps	2,320.00
10 Mbps	3,320.00
22 Mbps*	3,820.00
44.736 Mbps (DS-3/45 Mbps)	4,820.00

* Where Available

4. National High Speed PVC - NNI-NNI PVC, NNI-UNI PVC, UNI-UNI PVC

Charges for each High Speed PVC are based upon the CIR. A PVC added to the network after initial installation will be considered a new element and the total network MRC will be adjusted incrementally for that PVC.

Rate Schedule

<u>PVC/CIR Speeds</u>	<u>MRC</u>
2 Mbps	\$ 2,900.00
3 Mbps	4,150.00
4 Mbps	6,100.00
5 Mbps	7,150.00
6 Mbps	8,250.00
7 Mbps	10,200.00
8 Mbps	11,300.00
9 Mbps	12,400.00
10 Mbps	14,300.00
11 Mbps	15,600.00
12 Mbps	16,900.00
13 Mbps	18,200.00
14 Mbps	19,500.00
15 Mbps	20,700.00
16 Mbps	22,200.00
17 Mbps	23,500.00
18 Mbps	25,000.00
19 Mbps	26,300.00
20 Mbps	27,700.00
21 Mbps	29,000.00
22 Mbps	30,000.00

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.25 Frame Relay IV Service (Continued)**C. High Speed Frame Relay IV Service (Continued)****5. Allowable CIR**

The allowable CIR for High Speed Frame Relay IV is 50% of the Line Speed. For example, on a PVC with a 6 Mbps port and a 10 Mbps port, the Line Speed for determining the allowable CIR would be 6 Mbps. For this PVC, the highest allowable PVC/CIR would be 3 Mbps.

6. Maximum Burst

For PVCs from 2 Mbps to 22 Mbps, which will always be provisioned between two High Speed Frame Relay (HSFR) ports, the Maximum Burst is 2 x CIR. For this parameter, the B_c , Committed rate, and the B_e , Excess rate, will be configured as equal variables ($CIR = B_c = B_e$, equal parameters). For example, a 4 Mbps PVC can burst to 8 Mbps and a 12 Mbps PVC can burst to 24 Mbps.

For circuits between two High Speed Frame Relay ports with Low Speed PVCs, the following burst rules apply:

- For PVCs with CIR of 1.152 Mbps or less, the Maximum Burst is 1.536 Mbps.
- For PVCs with CIR equal to 1.536 Mbps, the Maximum Burst is 2 times 1.536 Mbps.

7. Oversubscription (Booking Factor)

Oversubscription occurs when the bandwidth of multiple PVCs are provisioned to a single port and the total of their CIR values exceeds the transmission speed for the port. The allowable Oversubscription is 300%. For example, a 6 Mbps port may have as much as 18 Mbps of PVC/CIR provisioned to that port.

For UNI ports provisioned with Oversubscription, the total available bandwidth for all PVCs is limited to the transmission speed of the port. During any given one-second interval, the total bandwidth available for CIR and Burst performance across all PVCs provisioned to a single port is limited to the capacity of the port, the port speed. Oversubscription should only be used in cases where the bursty nature of Customer's applications and simultaneous bandwidth demand permits such practice.

D. Additional Charges**1. Expedite Fee**

Carrier may offer expedites for Frame Relay IV Service. ~~Carrier does not guarantee~~ a shortened installation interval will be achieved for every accepted expedite request. The expedite charge will be \$425.00 per node and will be applied to the first bill rendered for the circuit even if a shortened installation interval was not achieved.

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.25 Frame Relay IV Service (Continued)**D. Additional Charges (Continued)****2. Ancillary Charges**Ancillary Charge Schedule

<u>Description</u>	<u>Charge</u>	<u>Notes</u>
Date Change	\$ 100.00	Per Order
Non-Administrative Order Change	250.00	Per Order
Port Speed Change	100.00	Per Port
Port Order Cancellation	250.00	Per Port - T-1 and Below
Port Order Cancellation	1,000.00	Per Port - 4 Meg and Above

E. Discount Plans

Carrier offers discounts based on the term of Customer's commitment to Carrier's service. Customers may subscribe to Frame Relay IV Service for term plans of one, two, three, and five years. The Monthly Revenue Commitment together with the term of the contract will determine the amount of the discount. The sum of the NNI and UNI ports, PVCs, and Access MRCs and the Expedite fees before discounts is the Monthly Revenue Commitment. Discounts do not apply to local access facilities, NRCs, or expedite fees.

For any term plan, the rates and term plan discounts will be fixed for the term of the contract at the discounts listed in the table below, applicable when Customer subscribes to the service. The term will begin on the in-service date of the first circuit in the network.

Term and Volume Discount TableMonthly Spend Level on Ports, PVCs, Access, and Expedite Fees

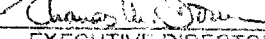
<u>Contract Term</u>	<u>\$1K - \$10K</u>	<u>>\$10K - \$25K</u>	<u>>\$25K - \$40K</u>	<u>>\$40K - \$50K</u>	<u>>\$50K</u>
One-Year	12%	14%	16%	18%	20%
Two-Year	17%	19%	21%	23%	25%
Three-Year	20%	22%	24%	28%	30%
Five-Year	24%	27%	29%	32%	35%

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)

(N)

4.25 Frame Relay IV Service (Continued)**F. Other Discounts****1. NRC Waivers**

NRCs will be waived for all standard term contracts equal to or greater than one year for Ports and PVCs. NRCs are waived for Access Coordination charges for contract terms greater than one year. NRCs for Access Coordination on a one-year contract are specified in Section 4.25 A. 1.

NRC charges may be applied for Moves, Adds, and Changes (MAC) within one year of the normal termination of a contract. Additional circuits added during the contract will be incorporated into Customer's term plan and will have the same termination date as Customer's original plan, provided they are installed prior to the last 12 months of the contract.

G. Contract Expiration

Upon contract expiration, Carrier may continue service with charges at the expired contract rates or may apply tariff rates on a month-to-month basis until a new contract agreement is executed. Should Customer choose to terminate service, Customer must provide a written "Termination of Service" notification to Carrier 30 days prior to discontinuation of the service. Should Customer choose to commit to another term plan, the rates of that plan will then apply.

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 4 - RATES AND CHARGES (Continued)**4.26 Audio Conferencing Services**

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF SEPTEMBER 1, 2006. (N)
(N)

A. Charges for Service and Options

Customer agrees to purchase the Service during the applicable Service Period at the rates set forth below. The Rates to be applied each month will be based on the Customer's total combined Minutes of Use (MOUs) for Access Now and Event Meet Services during the month (Total Combined Monthly MOUs) for each separately billed account. Conferencing minutes of use will be determined and rated per conference per participant rounded up to the nearest full minute. The Total Monthly Minutes of Use shall be determined based solely on minutes of use of audio conferencing and will not include any minutes applicable to web conferencing, separately rated conferencing features or surcharges.

1. Access Now Service Charges:

Total Combined Monthly MOUs	ACCESS NOW SERVICE		
	Toll Direct Dial Access Price Per Minute	Domestic-Originated Toll-Free Price Per Minute	U.S. Domestic Dial-Out Price Per Minute
0-1,500,000	\$ 0.04	\$ 0.0635	\$0.16

2. Surcharges - Calls from certain locations may also include a per minute surcharge. Such surcharges are set forth in Carrier's description of its standard interexchange service offerings set forth on Carrier's web site and shall be billed in addition to the rates set forth above.

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Director - Regulatory
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038



SECTION 4 - RATES AND CHARGES (Continued)**4.26 Audio Conferencing Services (Continued)**

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF SEPTEMBER 1, 2006. (N)
(N)

A. Charges for Service and Options (Continued)**3. Access Now Additional Optional Features:**

<i>Access Now Additional Features</i>	Price
Chairperson Initiated Dial-Out (U.S. Domestic only)	See Section A.1 above
Operator Initiated Dial-Out	Surcharge of \$9.00 per call in addition to the U.S. Domestic Dial-Out rate listed in Section A.1 above
Web Moderator (Table View)	Included in Access Now Service

4. Event Meet Service Charges - The following rates apply to one-time Automated, Operator Assisted, and Premium Package calls. The features and the capabilities of the Event Meet Service are more fully described on Carrier's website.**5. Event Meet – Automated Service Charges:**

<u>Total Combined Monthly MOUs</u>	<u>EVENT MEET – AUTOMATED SERVICE</u>		
	Toll Direct Dial Access Price Per Minute	Domestic-Originated Toll-Free Price Per Minute	U.S. Domestic Dial-Out Price Per Minute
0-1,500,000	\$ 0.0875	\$ 0.1150	\$0.18

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038



SECTION 4 - RATES AND CHARGES (Continued)**4.26 Audio Conferencing Services (Continued)**

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF SEPTEMBER 1, 2006. (N)
(N)

A. Charges for Service and Options (Continued)**6. Event Meet – Operator Assisted Service Charges:**

<u>Total Combined Monthly MOUs</u>	<u>EVENT MEET – OPERATOR ASSISTED SERVICE</u>		
	<u>Toll Direct Dial Access Price Per Minute</u>	<u>Domestic-Originated Toll- Free Price Per Minute</u>	<u>U.S. Domestic Dial-Out Price Per Minute</u>
0-1,500,000	\$ 0.1675	\$ 0.2050	\$0.25

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038



SECTION 4 - RATES AND CHARGES (Continued)**4.26 Audio Conferencing Services (Continued)**

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF SEPTEMBER 1, 2006. (N)
(N)

A. Charges for Service and Options (Continued)**7. Event Meet – Premium Package Service Charges*:**

Total Combined Monthly MOUs	<u>EVENT MEET – PREMIUM PACKAGE SERVICE</u>		
	Toll Direct Dial Access Price Per Minute	Domestic-Originated Toll- Free Price Per Minute	U.S. Domestic Dial-Out Price Per Minute
0-1,500,000	\$ 0.26	\$ 0.28	\$0.45

* - Premium Package conferences include the following features at no additional charge: Communication Link, Conference Monitoring, Q&A, Voting/Polling, Participant List (with two items of information), CD (one, including postage) or other available requested media, Recording Setup (including one week storage), CallHost, Playback, Restricted List, and Event Manager.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 4 - RATES AND CHARGES (Continued)**4.26 Audio Conferencing Services (Continued)**

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF SEPTEMBER 1, 2006. (N)
(N)

A. Charges for Service and Options (Continued)

8. A La Carte & Additional Feature Charges – The following rates and charges apply to A La Carte and Additional Features available with Event Meet-Operator Assisted and Event Meet Premium Package except where noted:

Event Meet Service A La Carte and Additional Features	Price
Communications Link*	\$ 50.00 per event
Conference Monitoring*	\$81.00 per event
Q&A*	\$ 81.00 per event
Voting/Polling*	\$ 81.00 per event
CallHost*	\$0.05 per minute
Playback*	\$ 25.00 per occurrence
Interpretation	On Demand Pricing (individual case basis determined by interpretation variables, e.g., language, duration, etc.)
On-Site Support	\$ 150.00 per hour plus expenses
Restricted List*	\$ 45.00 per event
Phone Notification	\$ 2.50 per person
Email Blast	\$ 0.25 per person, per event
Participant List*	\$ 25.00 per event
Chairperson Initiated Dial-Out (available only with Event Meet-Automated, U.S. Domestic only)	U.S. Domestic – See Section A.5 above
Operator Initiated Dial-Out (also available with Event Meet-Automated)	Surcharge of \$ 9.00 per call in addition to the U.S. Domestic Dial-Out rates listed in Sections A.5, A.6, and A.7 above
Recording Setup (including one week of storage)*	\$ 26.00 per event
Additional Replay Storage	\$ 26.00 per week, per conference
Replay	\$0.20 per minute (toll) \$0.25 per minute (domestic toll free)
Replay Participant List	\$2.00 per name

* - Included in Premium Package

** - Requires Recording Setup

*** - Requires Recording Setup and Transcription

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038



SECTION 4 - RATES AND CHARGES (Continued)**4.26 Audio Conferencing Services (Continued)**

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS AS OF SEPTEMBER 1, 2006. (N)
(N)

A. Charges for Service and Options (Continued)

8. A La Carte & Additional Feature Charges – The following rates and charges apply to A La Carte and Additional Features available with Event Meet-Operator Assisted and Event Meet Premium Package except where noted: (Continued)

Event Meet Service A La Carte and Additional Features	Price
CD/Tape Recording** (1 included in Premium Package)*	\$ 26.00 per CD or Tape plus overnight postage. Standard postage available on request
CD/Tape Postage (Standard)	\$ 15.00 for up to 5 items
CD/Tape Postage (Overnight) *(1 included in Premium Package)	\$ 30.00 for up to 5 items
Transcription**	\$ 255.00 for first hour; \$ 65.00 for each additional 15 minute increment
Summary/Abstract**	\$375.00 per 20-minute increment
Translation***	\$250.00 (German, French, Spanish); \$325.00 (Portuguese, Japanese); others quoted on a case-by-case basis; over sixty (60) languages are available.
Audio Streaming**	Quoted on a case-by-case basis (determined by duration and file size)
Web Moderator (Table View) (available with Event Meet-Automated only)	Included in Event Meet-Automated Service

* - Included in Premium Package

** - Requires Recording Setup

*** - Requires Recording Setup and Transcription

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 5 - PROMOTIONS AND CONTRACT SERVICE ARRANGEMENTS

5.1 Promotions

Carrier may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. The following specific rates, terms and conditions are applicable to each promotional offering.

5.2 Contract Service Arrangements

Carrier will offer Contract Service Arrangements to meet the diverse communications needs of Carrier's Customers. All terms and conditions as specified in this Tariff will apply unless otherwise specified in the contract between Carrier and Customer.

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Material appearing on this page previously appeared on Page 146

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BY Stephan D. Full
SECRETARY OF THE COMMISSION

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Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 5 - PROMOTIONS AND CONTRACT SERVICE ARRANGEMENTS (Continued)

(T)

5.2 Contract Service Arrangements (Continued)

(T)

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BY Stephan D. Jewell
SECRETARY OF THE COMMISSION

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 6 - MISCELLANEOUS SERVICES**6.1 Payphone Service****6.1.1 General**

Payphone Service allows calls to be placed from payphones pre-subscribed to Carrier with the assistance of an automated or live operator. Calls are billed in increments of one minute following the initial period (minimum billing period) of four minutes. Such charges are rounded to the next higher increment for billing purposes.

Rates are found in 6.1.4.

Payphones are generally available to callers who want to place a Customer dialed direct call by dialing 1 + Area Code + Telephone Number and pay for the call by depositing coins into the payphone. Customer dialed direct payphone calls are generally made without the assistance of an Operator unless the Operator is needed to specify charges.

6.1.2 Terms and Conditions

- A. To participate in this service, Customer must dial and complete a call from a payphone and pay for the call by depositing coins into the payphone when the call is made.
- B. This service includes the following types of calls:
- Customer dialed direct calls that are made from a payphone, and
 - Customer dialed direct calls that are paid for by depositing coins into the payphone when the call is made.

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600 Hidden Ridge, 2nd Floor
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SECTION 6 - MISCELLANEOUS SERVICES (Continued)**6.1 Payphone Service (Continued)****6.1.2 Terms and Conditions (Continued)****C. For Customer dialed direct calls:**

- Charges for the initial four-minute period will be specified by Carrier's call processing system or by Carrier's operator prior to Customer call being connected to the called telephone number. The connection to the called telephone will not be made until the total value of the coins deposited into the payphone satisfies the specified charges. (T)
- Prior to the completion of the initial four-minute period, Carrier's call processing system or Carrier's operator will announce the amount of call time remaining and specify the charges to be paid for additional time period. If no additional coins are deposited into the payphone or if the total value of coins that are deposited into the payphone do not satisfy the specified charges for the additional period, the call will be terminated upon completion of the initial four-minute period. (T)
- Duration of each call is recorded for an initial four-minute period, and each additional one-minute period. A fractional period of less than four minutes is rounded up to equal a whole four-minute period.
- Usage rates apply to each additional one-minute period after the initial four-minute period.
- Usage rates and service charge apply 24 hours a day, seven days a week.
- Usage rates are applied for each four-minute period or fraction thereof. The price of a call paid for by depositing coins in the payphone is the sum of the usage charges for the initial period and any additional period(s), plus the applicable service charge (if any), and taxes, rounded to the nearest multiple of \$.05.
- Chargeable time begins when connection is established between the calling telephone and the called telephone. Chargeable time ends when the calling telephone "hangs up". If the called telephone "hangs up", but the calling telephone does not, chargeable time ends when the network connection is released either by automatic time equipment in the network or by Carrier furnished equipment. (N)
(N)

- D. Payphone Compensation Surcharge does not apply to calls paid for by depositing coins into the payphone, calls using Telecommunications Relay Service, and calls originated by Customers with qualified hearing or speech impairment who are certified by a physician as hearing or speech impaired.

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BY 
EXECUTIVE DIRECTOR

SECTION 6 - MISCELLANEOUS SERVICES (Continued)**6.1 Payphone Service (Continued)****6.1.3 Availability of Service**

This service is available 24 hours a day, seven days a week where facilities and system capabilities permit.

Payphones that use network coin signaling will not be suitably equipped to accept payment by coin for long distance calls. Alternative payment methods such as calling card, commercial credit card, billed-to-third party number, collect and prepaid card may be used for calls made from such telephones.

6.1.4 Rates and Charges

These rates are applicable to 1+ Sent-Paid Coin calls where Customer deposits coins into a payphone. All rate periods apply.

	<u>Initial Four Minutes</u>	<u>Additional Minutes</u>
Per Minute	\$1.00	\$.25

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600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 6 - MISCELLANEOUS SERVICES (Continued)

(N)

6.2 Operator Services - Payphone**6.2.1 General**

Operator Services - Payphone allows calls to be placed from payphones pre-subscribed to Carrier for the handling of long distance traffic. These calls are placed with the assistance of an automated or live operator. Calls are billed in increments of one minute. Partial minutes are rounded to the next higher increment for billing purposes. A one-time Operator Surcharge, if applicable, will be added to the first minute of each operator assisted call in addition to per minute rates as specified in 6.2.4.

The following types of calls are available for operator assistance:

- **Collect Calls** - Operator assistance for collect calls will ask the caller to provide his/her name or other identification, then contact the party at the domestic telephone number specified by the caller, repeat the caller's identification and then ask if the called party will accept charges for the call. If the called party agrees to accept the charges, the call will be established and the associated charges for a collect call will be billed to the called party's residential telephone number billing account. Collect calls can be either person-to-person or station-to-station.
- **Billed-to-Third Number** - Operator assistance will establish the call requested by the caller and arrange for billing of associated charges to a residential domestic telephone number specified by the caller that is other than the calling telephone number or the called telephone number. Requests for third number billing are subject to operator verification that the party at the telephone number to be billed will accept charges for the call. Other efforts may be undertaken subsequently by Carrier, as necessary, to determine responsibility for payment of such calls.
- **Person-to-Person** - At the caller's request, operator assistance will attempt to place a call to a particular party at a domestic telephone number specified by the caller. The party specified by the caller may be a person, station, department, extension, or office. If successful, the Operator will establish the person-to-person call between the calling and called parties. If the identified party is not available and the caller requests, or agrees, to speak to a party other than the party initially specified, the call will be established and billed at the person-to-person call rates.

(N)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 6 - MISCELLANEOUS SERVICES (Continued)

(N)

6.2 Operator Services - Payphone (Continued)**6.2.1 General (Continued)**

- **Operator Dialed Direct** - Operator assistance is available to callers who want an Operator to place their call for them. Operator dialed direct calls do not include: collect calls, billed-to-third number calls, person-to-person calls or calls billing to a calling card or commercial credit card.
- **Calling Card or Credit Card Calls** - Operator assistance is available to callers who request that charges for a long distance call be charged to a valid calling card or credit card. In order to control fraud, Carrier may refuse to accept a card that it determines or suspects to be invalid.
- **Real Time Rated** - Operator assistance is available to provide the time (duration) and charges associated with an operator assisted call. Carrier's operator must establish the call for which time and charges are requested. The caller must provide the calling and called telephone numbers to the Operator and request the Operator provide the time and charges associated with such call upon completion of the call.

6.2.2 Terms and Conditions

- A. To participate in this service, Customer must access operator assistance to have a call established by dialing the appropriate operator code (e.g., 0, 00, a dial around number + 0) or by dialing a Carrier designated access number. Caller may need to specifically request a Carrier operator or respond to appropriate prompts, depending on the operator access code or Carrier designated access number initially dialed. Customer may dial 0- to speak to an automated operator or a live operator. This service is offered where technically feasible.
- B. The following types of calls are included in this service:
- Live operator assisted calls from a payphone, and
 - Automated Operator Attendant assisted calls from a payphone.
- C. A surcharge, as specified in 6.2.4, will be assessed to all non-coin calls made from a payphone to compensate the payphone service provider, pursuant to FCC Ruling CC Docket 96-128. Payphone Compensation does not apply to calls using Telecommunications Relay Service, and calls originated by callers with qualified hearing or speech impairment who are certified by a physician as hearing or speech impaired.
- D. Customer will incur a surcharge based on the type of call placed. In addition, a per-minute rate will apply.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
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SECTION 6 - MISCELLANEOUS SERVICES (Continued)**6.2 Operator Services - Payphone (Continued)****6.2.3 Availability of Service**

This service is available 24 hours a day, seven days a week where facilities and systems capabilities permit.

6.2.4 Rates and Charges

These rates are applicable to all interLATA and interLATA automated or live operator assisted calls. All rate periods apply.

A.	Per Minute	\$.69	(I)
B.	Operator Assisted Service Charges		
		<u>Per Call</u>	
	0+ (Calling Card, Calling Card Operator Assisted, Credit Card, Credit Card Operator Assisted, Collect, Bill to Third Party)	\$3.95	(D)
	0- (Calling Card, Calling Card Operator Assisted, Credit Card, Credit Card Operator Assisted, Collect, Bill to Third Party)	5.50	(I)
	Operator Dialed	1.20	
	Person-to-Person	6.50	
	Payphone Compensation Surcharge	.55	
	Directory Assistance	1.00	

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 6 - MISCELLANEOUS SERVICES (Continued)

(N)

6.3 Inmate Services**6.3.1 General**

Inmate Service permits inmates incarcerated in a participating prison to place collect calls originated from authorized telephone numbers in a prison administration controlled environment. Inmate Service includes operator station collect calls placed to domestic locations. Person-to-Person calling is not available. Calls cannot be converted from a collect call to a calling card or billed to a third party by the billed party. Telephones subscribed for this service may be controlled by the prison administration for one or more of the following:

- Duration of call,
- Permission restrictions,
- Time of day,
- Call blocking,
- Restriction lists,
- Number of calls placed per individual.

Inmate Service is available at prisons in the state in which prison administrators have requested the service and specific agreements are in place with the payphone service provider selected by the prison administrator. Inmate Service may not be available in all locations. This service is offered where technically feasible.

Inmate Service rates include usage charges and a per-call service charge. Calls are billed in one-minute increments, with a minimum call duration of one minute.

Rates are located in 6.3.4.

6.3.2 Terms and Conditions

- A. To participate in this service, Customer must accept billing for a collect call placed from an authorized telephone number within a prison participating in this service.

(N)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 6 - MISCELLANEOUS SERVICES (Continued)

(N)

6.3 Inmate Services (Continued)

6.3.2 Terms and Conditions (Continued)

- B. This service includes the following types of calls:
- State-to-State and intrastate collect calls placed from a prison participating in this service.
 - All other types of calls are rated at basic rates unless Customer is enrolled in another Carrier plan that covers these other types of calls.
- C. This service does not include the following types of calls:
- Person-to-Person.
 - Collect calls cannot be billed to telephone numbers located in the Commonwealth of the Northern Mariana Islands (CNMI) or Guam.
 - Collect calls cannot be billed to a payphone.
 - Calls cannot be converted from a collect call to a calling card call by the billed party.
- D. Carrier will bill for this service based on the following:
- Duration of each call is recorded in whole minutes, with partial minutes rounded up to the next whole minute,
 - Usage rates and a per call service charge apply,
 - Usage rates apply per minute of use or fraction thereof.

6.3.3 Availability of Service

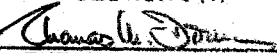
This service is available 24 hours a day, seven days a week, where facilities and technical capabilities permit.

(N)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 6 - MISCELLANEOUS SERVICES (Continued)**6.3 Inmate Services (Continued)****6.3.4 Rates and Charges**

These rates are applicable to all inmate collect calls. All rate periods apply.

		Per Minute Rate or Fraction Thereof	
A.	InterLATA	\$.28	(R)
	IntraLATA	.20	
B.	Service Charge		
		<u>Per Call</u>	
	InterLATA	\$1.50	
	IntraLATA	1.50	(R)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

SECTION 6 - MISCELLANEOUS SERVICES (Continued)**6.4 Long Distance Dialer Calling Plan****6.4.1 Description of Service****A. General**

This service is no longer available to new Customers.

(N)

This service allows residential and business Customers to originate outbound long distance calls by automatically bypassing Customer's current long distance service provider using a Customer Premise Equipment (CPE) device called the long distance dialer. This service provides Customer with the ability to make intrastate intraLATA and intrastate interLATA long distance calls and does not affect Customers local calling service or any local calling features; nor does it affect inbound long distance calls. Customer is required to pay for the service in advance by using a credit card or purchasing a plan at a retail location.

If Customer uses a credit card, Customer must go to a web site or call a toll free number to register the dialer and select the desired calling plan.

The long distance dialer and calling plans can initially be purchased at various retail locations, over the internet, or via a toll free number. Once Customer has purchased the dialer, if he chooses to purchase service using a credit card, he must either go to a web site or call a toll free number to register the dialer and select his desired calling plan. If Customer chooses to pay cash for his service, he must purchase the calling plan at a retail location, then either go to a web site or call a toll free number to register the dialer and the calling plan.

For continuing service, Customer can either purchase a plan at a retail location or have his credit card automatically charged for the next period of service.

If Customers credit card cannot be authorized for the appropriate amount, the system will try an additional four times to authorize the account, at which time Customer's account will not be registered for use.

B. Plan A

1. This plan is available to residential Customers only and features 44,640 minutes for a flat rate per month.

(D)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 6 - MISCELLANEOUS SERVICES (Continued)

6.4 Long Distance Dialer Calling Plan (Continued)

6.4.1 Description of Service (Continued)

B. Plan A (Continued)

2. Plan A is limited to residential use only. If Customer uses Plan A for non-residential purposes such as for business or organization, or the business or organization of another (even if for non-profit), Carrier reserves the right to terminate service or change Customer to Plan B for which they qualify. Business or non-residential use includes, but is not limited to, use in connection with commercial facsimile, resale, three way calling, auto-dialing, mass communications equipment of any kind including, but not limited to, computers or using or accessing the Internet or call center, or for call back, call sell, telemarketing or debit card services, or for calls to or from party lines, chat rooms, conference lines, or other similar types of services. Carrier may also determine that Customer is using Plan A in a business-like manner if making excessive calls and otherwise simulating business-like calling patterns. Excessive calling in a business or non-residential use includes, but is not limited to, calls totaling more than 90 minutes to one ANI within a 24-hour period or calls to more than 15 different ANIs within a 24-hour period. (T)

C. Plan B

1. This plan is available to residential and business Customers. Customers may choose a 225-minute plan, a 580-minute plan, a 1500-minute plan, a 3200-minute plan, or a 6650-minute plan.
2. Minutes expire six months after purchase of the plan. (D)
3. If Customer chooses to cancel the service, the minutes remaining will expire six months after the initial call. (T)
4. Calls may only be completed against an account that has a sufficient available balance. (T)
5. The initial billing period (minimum call duration) is one minute. (T)
6. Initial period rates are for connections of one minute or any fraction thereof. Usage is measured and rounded to the next higher one-minute increment. (T)

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 6 - MISCELLANEOUS SERVICES (Continued)

6.4 Long Distance Dialer Calling Plan (Continued)

6.4.1 Description of Service (Continued)

C. Plan B (Continued)

7. Carrier's equipment shall track call duration for rating purposes on a real-time basis. (T)
8. No charges apply for incomplete calls. If Customer believes he has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate. (T)
9. If Customers credit card fails to authorize on a renewal, Customers Long Distance Dialer Calling Plan will be suspended. If Customer has more than one Long Distance Dialer Calling Plan, all plans will be suspended if the credit card fails to authorize on a renewal. (T)

6.4.2 Device Features

- A. Device must be plugged into Customer's home telephone and works only from the telephone that is plugged into the device.
- B. Device is compatible with most standard or cordless telephones, fax machines, or DSL Service.
- C. Device works with most local calling features such as Call Waiting and Call Forwarding. However, Caller ID Block does not work when using the dialer.

6.4.3 Restrictions

- A. This service is not available when calling from Alaska and Hawaii, but provides for outgoing calls to those states.
- B. Non-continental U.S. and international calls are not available with Plan A but can be made by purchasing Plan B.
- C. Operator services are not included in this service.
- D. If Customer cancels service prior to the end of the term, Customer will not receive a refund for any unused days on Plan A or unused minutes on Plan B.
- E. Calls to 900, 976 or other numbers used for pay-per-call services shall not be completed using this service.

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

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SECTION 6 - MISCELLANEOUS SERVICES (Continued)

6.4 Long Distance Dialer Calling Plan (Continued)

6.4.4 Rates and Charges

Calls are rounded in one-minute increments.

A.	Plan A	\$29.99 per month
B.	Plan B	
1.	225 Minute	\$ 9.99
2.	580 Minute	19.99
2.	1500 Minute	49.99
4.	3200 Minute	99.99
5.	6650 Minute	199.99

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Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038